



# CITY OF BERKELEY FACILITY RENTAL PROCEDURES/ USE AGREEMENT

**Thank you for your interest in renting space at the City of Berkeley's Senior Center facilities. In order to ensure a safe and successful event, there are rules that all users of our facilities must follow. If you are interested in renting space at either of the Senior Center facilities, please read the following procedures, sign the Use Agreement, and complete a Senior Center Rental Application.**

## **Reservations**

1. Reservations must be made in person at the North Berkeley Senior Center or the South Berkeley Senior Center. A telephone inquiry should not be considered a confirmed reservation.
2. If you would like to tour either the North Berkeley or South Berkeley Senior Center facility prior to making a reservation, please schedule an appointment to visit the center by calling (510) 981-5190 for North Berkeley Senior Center and (510) 981-5170 for South Berkeley Senior Center.
3. Reservations are accepted on a first come, first served basis. To reserve a date you must pay a non-refundable reservation fee of \$25. All requests and rental payments must be finalized and paid in full at least two (2) weeks prior to the event.
4. Some equipment is available to you at no additional charge (microphone, refrigerator, tables and chairs).
5. Events must be over, clean up completed and all guests departed by **10:00 pm**.
6. You must be twenty-one years old or older to rent the facility. A valid ID must be presented at time of rental.
7. The City reserves the right to book additional events before and after your confirmed rental time.
8. Reserved time should be chosen carefully; once fees are paid, there will be no refund for less time used. Use of the building is limited to actual permit time, which includes all preparation and set-up time, as well as clean up afterwards. You will be billed for additional time rooms are used that is not covered in your initial payment.
9. Cancellations/Refunds: If you need to cancel the event, you must notify the City at least two weeks prior to the event to be eligible for a refund of the event fee. In the event of cancellation, money for insurance purchased through the City of Berkeley will not be refunded. Request for refunds of rental fee must be submitted in writing at least two weeks prior to the date of the event, and include a copy of the rent permit and receipt for payment of fees. The written request must be delivered or mailed to the Senior Center where your rental is scheduled.

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## Payment

1. Payments may be made by check, money order, or cashier's check. Make checks payable to "City of Berkeley".
2. Payment and a certificate of insurance (described below) must be received by the City no later than two weeks prior to the event. Payment and certificate of insurance must be provided by mail or in person at the Senior Center where your rental is scheduled.

## Rental Fees

Rental fees are set by City Council. A copy of the current rental fees are attached to this policy.

## Certificate or Proof of Insurance

1. The City requires as a condition of rental that the applicant maintain a comprehensive general liability policy in an amount equal to or greater than \$1,000,000 naming the "City of Berkeley and its directors, officers, agents, representatives and employees" as an additional insured. The applicant's insurance shall be primary to any insurance carried by the City. This policy shall be written by an insurance company that is acceptable to the City. **IF ALL REQUIRED DOCUMENTATION IS NOT RECEIVED AT LEAST TWO WEEKS PRIOR TO THE EVENT, THE EVENT WILL BE CANCELLED. NO EXCEPTIONS.**
2. For a fee, the City can provide access to a third party insurance company that can insure an event for up to \$1,000,000 in liability insurance for qualified events. **Please discuss insurance needs and costs when you request to reserve a space.**

## Security Deposit

1. A \$350.00 refundable security deposit will be required for all rentals.
2. The Facility Monitor and your designated representative will conduct an inspection immediately prior to the event to determine the condition of the facility, including the multipurpose room, lobby, restrooms, parking lot and grounds. The monitor and your designated representative must sign a form indicating agreement as to the condition of the building. Failure to note any pre-existing issues may result in the forfeiture of your security deposit. You are expected to return the facility in the same condition as you found it.
3. If there is no damage to the facility or grounds, no extra cleaning required, and time of use does not exceed the rental application agreement, your deposit will be returned within four weeks of your event.

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4. If there is physical damage to the building, grounds, or its furnishings or equipment, or the time spent at the event exceeded the rental agreement, 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 the repair and/or replacement exceeds the deposit, such additional sum shall be immediately due and payable. If any amount of your deposit will be kept by the City of Berkeley, you will receive written notification within two weeks of the amount charged and the reasons for the charges. The determination of the assessment of additional charges shall be at the sole discretion of the City of Berkeley.
5. You are solely responsible and financially accountable for any and all accidents or injuries to persons or property resulting from your use of City facilities. As the permit holder you are solely responsible for the actions of all people in attendance during your usage of the facility.
6. If damage to the facility or behavior of your guests warrants, your function may be stopped in progress and you may be denied further use of the facilities.
7. Failure to follow any of the rules listed in these Procedures may result in the forfeit of any or all of the security deposit and additional charges as assessed. This is at the sole discretion of the City of Berkeley.

**Alcoholic Beverages**

1. No alcohol may be sold on the premises.
2. Beer, wine and champagne are permitted at events where food is served. No other types of alcoholic beverages may be served or are allowed on the premises.
3. Alcoholic beverages in any form will be **NEITHER SERVED TO or BY PEOPLE UNDER THE AGE OF 21 YEARS.**
4. No alcohol is permitted in parking areas.
5. If a keg is to be used, it must be placed in a leak-proof container.
6. Violations of these requirements will result in termination of the event and the forfeiture of your security deposit.

**Youth-Oriented Events**

1. There must be one responsible adult per (15) youth.
2. All children 15 years of age or younger must be supervised by an adult at all times, including outside of the building. **Children should stay in the room rented and not go through the building.**
3. Failure to monitor youth as described above may result in the termination of the event.

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**Role of City of Berkeley Staff**

1. A Monitor will be on duty in the Center during your entire use of the facility. The Monitor will open the facility 15 minutes before your event; provide information and direction, and control lights, heating and air conditioning systems. The Monitor will not be available to serve, decorate, or be involved in your function.
2. The Monitor is responsible for the facility and may request police assistance at any time to prevent abuse of privileges and to enforce facility rules and regulations. If the police are called, your total security deposit will be automatically forfeited.
3. It is the Monitor's responsibility to enforce all of the facility procedures and they will stop the serving of alcohol and/or terminate the event if necessary.
4. Monitors are not responsible for setting up and/or taking down tables and chairs. The set up and take down is the responsibility of the user and must be completed within the contracted time period.

**Facility – Information and restrictions**

1. Facilities available for rental are:
  - a. North Berkeley Senior Center, 1901 Hearst Avenue.
  - b. South Berkeley Senior Center, 2939 Ellis Street.
2. You are not permitted to sell, solicit or peddle any goods, wares, merchandise or edibles, or collect any money as an entry fee unless you have obtained prior written permission from the City Manager or his/her designee.
3. Parking is limited. Illegal parking is subject to citation.
4. The facility will not be opened early for deliveries or set up (i.e. florist, caterers, musicians, decorators, etc.) for any reason. All set up must be completed during the rental period.
5. Animals are not allowed in the buildings at any time, except for service animals as defined by law.
6. Riding bikes, motorcycles, skates, skateboards, scooter and motorbikes is prohibited.
7. Smoke/fog machines of any type are **prohibited** from use in all Senior Center facilities.
8. Throwing rice, birdseed, etc., inside or outside of the building is prohibited.
9. No food or drink is allowed in any part of the building other than the Dining Room, Multipurpose Room, or Kitchen.
10. There is no barbequing on the facility grounds.
11. No Styrofoam or any foam products are allowed to be used in conjunction with your event. Plastic products that are not recyclable, or are not washed and reused, are strongly discouraged.

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12. No music is allowed outside of the building with the exception of un-amplified, quiet music during an actual ceremony. Music from inside the building may not be played at a volume that the sound outside of the building interferes with the public's right to quiet enjoyment of their residences or businesses. Center Staff must be notified of music plans prior to rental. All music must stop one hour prior to the close of the function. Sound, including use of amplified sound, must be in compliance with the Berkeley Municipal Code, including Section 13.40 (Community Noise)
13. Everyone must be out of the building and off of the premises by the designated time for the end of your event.
14. Smoking is prohibited inside the building and within 50 feet of any entrance, exit, operational window, or air intake of the building; please announce this to your guests at the beginning of your event.
15. *Permit holder's publicity must not state or imply that the City of Berkeley or Senior Center is sponsoring the event.*

**Decorations**

1. The use of open-flame decorations, such as free-standing candles, hurricane lamps and floating candles, is prohibited inside the facility. Birthday cake candles are allowed.
2. The use of nails, tacks, scotch tape, duct tape, staples, etc. is prohibited. Masking tape may be used but must be removed.
3. Exit, emergency and fire alarm signs must not be covered or obstructed in any way.

**Clean-Up**

Your cleaning responsibilities are to leave the facility as you found it, including but not limited to:

- Remove all trash to outside dumpsters;
- Remove all decorations and masking tape from walls, ceilings, etc.;
- Remove all personal property and rental equipment from premises;
- Place all tables and chairs back in designated places;
- Remove all food and food service products;
- Sweep and mop all floors that were used during your rental, including the bathrooms;
- Dump ice in SINK only; and
- Remove everything from the facility that you brought into the facility.

**You must bring your own cleaning supplies: soap, Clorox, rags and a bucket.**

**REMEMBER: *Rental time must include all the time necessary for preparation, cleanup and vacating of the premises!***

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**Kitchen Use**

1. Kitchens may only be used in conjunction with the rental of the multi-purpose or dining rooms (see fee section for cost of kitchen use).
2. The facility will not provide any pots, pans, utensils, plates or other kitchen equipment.
3. Walk-in refrigerators and freezers are not available for use. A small refrigerator may be made available if requested at time of rental.
4. Dishwasher and convection ovens are not available for use.

**Termination By City**

The City reserves the absolute right, at any time prior to or during your use of the facility, to cancel your reservation and terminate this agreement for any reason, including, without limitation, emergency, casualty, physical damage to the building, or other occurrence which, in the sole discretion of the Senior Center Director or his or her designee, or the City, renders the rental facility unsuitable or unsafe for use by you, or which requires use of the facility for emergency purposes. Such occurrences include, but are not limited to, any of the following:

- 1) Fire, flood, earthquake, weather damage, or other casualty or act causing physical damage to the facility or creating an emergency situation necessitating the use of the premises for coordination of emergency relief efforts or for housing or storage.
- 2) 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, improvement or alterations.
- 3) Power failure, restrictive governmental laws or regulations, riots, insurrections, wars, or other causes beyond the City's reasonable control which render the facility unfit for your intended use.

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

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**USE AGREEMENT**

I, \_\_\_\_\_, have read and agree to comply with the Facility Rental Procedures. I agree to be responsible for any damage done to the facility and grounds and its furnishings and equipment as a result of my rental of the facility as determined by the Senior Center Director or his or her designee.

In consideration of the City's permission to use the facility, I agree to indemnify, defend, and hold harmless the City and its officials, officers, agents 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, 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 City.

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Signed - Renter

Date

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Signed - City of Berkeley Staff Member

Date