



FACILITY RENTAL POLICIES AND AGREEMENT

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

RESERVATION OF THE FACILITY

For general information about our rental facilities, please visit our website: www.cityofconcord.org/rentals.

If interested in reserving a facility or by calling the Facility Rental Coordinator at **(925) 671-3324**.

Reservations are taken on a first come, first served basis, a maximum of one year in advance. Reservations made less than 60 days prior to event are subject to approval/availability.

Rental time must include all the time necessary for preparation, decorating, and clean-up or anytime your belongings are in the facility.

All fees and regulations are subject to change. Facility Rental Permits **cannot be transferred, assigned, sublet or issued to persons under the age of 21.**

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CITY SERVICES PROVIDED

TABLES AND CHAIRS are provided. They will be set-up and taken down by facility staff according to the pre-approved floor plan. The City also provides basic cleaning supplies needed for your event.

CITY STAFF ON DUTY DURING RENTAL. A Facility Attendant will be present in the building during your entire use of the facility. The Facility Attendant will open the facility at your scheduled time; provide information and direction, control lighting, heat and air conditioning. The Facility Attendant will not be available to serve, decorate or be involved in your function. The Facility Attendant is responsible for enforcing all of the facility use regulations. If necessary, he or she will stop the serving of alcohol, limit guest entrance and/or terminate the event.

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CANCELLATION POLICY

CANCELLATIONS must be received in writing by the permit holder or legally authorized person who has taken responsibilities from the permit signer. A portion of the total room rental fees as listed on permit may be refunded based on the date of cancellation as follows:

- Cancellations made 241 or more days prior to your event, 10% of your total room rental fee will be retained.
- Cancellations made 181 to 240 days prior to your event, 25% of your total room rental fee will be retained.
- Cancellations made 61 to 180 days prior to your event, 50% of your total room rental fee will be retained.
- Any cancellations received 60 days or less prior to your event, 100% of your total room rental will be retained.
- The Non-Compliance Damage Deposit will not be subject to cancellation fees.
- A request to reschedule a date will be treated as a cancellation and the above cancellation fees will be applicable.

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FACILITY RENTAL REGULATIONS/REQUIREMENTS

DOWN PAYMENT. A minimum down payment of 50% of the total rental fees is required to secure a reservation. Events booked less than 60 days in advance must pay in full (all rental fees and Non-Compliance Damage Deposit) at time of reservation. Reservations are only guaranteed upon completion of all paperwork and payment of applicable fees. Please refer to the Facility Information Sheet for room pricing. The remaining rental permit balance including refundable Non-Compliance Damage Deposit are due 60 days prior to the event. A \$100.00 late fee is charged if all fees are not paid in full 60 days prior to the event.

NON-COMPLIANCE DAMAGE DEPOSIT. A refundable Non-Compliance Damage Deposit, as outlined below, is due 60 days prior to your event.

| FACILITY | ROOM | NON-COMPLIANCE DAMAGE DEPOSIT |
|-----------------------|---|-------------------------------|
| Centre Concord | Ballroom | \$1,000 |
| | Activity Center | \$500 |
| | Classroom | \$250 |
| | | |
| Concord Senior Center | Wisteria Hall | \$750 |
| | ½ Wisteria Hall | \$375 |
| | Garden Room, Dianda, Garaventa | \$250 |
| | ½ Garden Room | \$100 |
| | | |
| Willow Pass Center | Main Hall | \$750 |
| | Classroom or Arts & Crafts Room | \$250 |
| | Classroom or Arts & Crafts Room w/kitchen | \$750 |

Applicable fees for damages, extra cleaning or policy violations will be deducted from your Non-Compliance Damage Deposit, including items discovered by Facility Staff after you leave; including but not limited to removal of gum from carpet, chairs/tables. You will be billed for any additional expense not covered by the Non-Compliance Damage Deposit. The determination and assessment of additional charges shall be at the sole discretion of the City of Concord.

NON-COMPLIANCE DAMAGE DEPOSIT REFUND. Deposits paid by credit card are refunded back to that credit card, usually within 2 weeks. Cash/check payments will be refunded via check and can take 4 to 6 weeks to be issued by the City of Concord and mailed to the address on the rental permit.

RENTAL HOURS. Rental hours must be established at the time of reservation.

- The City reserves the right to book additional events before or after your confirmed rental times. The City also reserves the right to book additional rentals in other portions of the facility during your rental.
- Refunds or credits will not be given for a reduction in rental hours or unused time.
- Changes to rental hours are subject to approval and availability.
- Hours may be changed or additional hours requested up to 30 days prior to your event without incurring a change fee. All additional hourly rental fees are due at the time of the change.
- Any change in rental hours with less than 30 days notice will incur a \$75 change fee per occurrence in addition to the hourly rental fee.
- **Additional time added on the day of the event or use of the facility beyond the permitted rental time will be charged at the rate of \$100.00 per 15 minutes. This will be automatically deducted from your Non-Compliance Damage Deposit.**

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INSURANCE AND INDEMNIFICATION

Renters are required to provide insurance for their event and must utilize one of the following options:

1. Renters may use their homeowner’s insurance policy, naming the City of Concord as an additional insured party and policy coverage must meet the minimum standards. Please provide the insurance requirements listed below to your homeowner’s insurance company.
2. Renters may purchase insurance through one of the approved online vendor listed below. For both online vendors, renter completes the online form and pays the vendor directly.
 - a. EventHelper.com: <https://www.theeventhelper.com#qzjRHJ>
 - b. HUB International: www.eventinsure.com

Proof of insurance and additional insured endorsement must be submitted to the rental facility at least 30 days prior the rental date. Please make sure the following items are met:

- Proof of insurance must be provided on an **original** certificate of insurance
- This document must be signed (a stamped signature will suffice)
- **The “Additional Insured Endorsement” must accompany the “Certificate of Insurance”**

Mail / Fax / Email **both** documents:

City of Concord, 1950 Parkside Drive MS/16, Concord, CA 94519, Attn: Facility Rental Coordinator
Fax: (925) 671-3467 or email facilityrentals@cityofconcord.org

Or Drop off **both** documents:

City of Concord – Centre Concord, 5298 Clayton Rd. Concord, CA 94521, Attn: Facility Rental Coordinator

INSURANCE REQUIREMENTS

Type of insurance Required:

General Liability

Limits of Coverage:

Bodily Injury:

\$1,000,000 per occurrence / \$2,000,000 aggregate

Property Damage:

\$1,000,000 per occurrence

Personal Injury:

\$1,000,000 per occurrence

Additional Insured Required:

The City of Concord, its officers, officials, agents, employees and volunteers must be named as additionally insured on the policy. **A copy of the *Additional Insured Endorsement* must be provided along with the *Certificate of Insurance*.**

Certificate Holder:

The Certificate holder is:

City of Concord

1950 Parkside Drive, Concord CA 94519

Primary Insurance:

The coverage must be primary insurance as to the City of Concord. Companies issuing such policies shall be liable up to the total amount of liability without right of contribution from the City of Concord or its insurers.

Description of Operations:

The event information (i.e. facility description, date & type of event, expected attendance, etc.)

Cancellation Notice:

The City requires a 30-day cancellation notice.

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RENTER'S RESPONSIBILITY

The City of Concord reserves the right to refuse rental permit for the use of its facilities if the City determines that the proposed event poses a risk of personal injury or property damage to City facilities.

ADHERING TO TIME SCHEDULE ON APPLICATION. The facility will be opened for the renter or their Designated Representative at the permitted rental time. The facility will not be opened early for any reason. The renter must instruct their service companies, such as florists, caterers, musicians, decorators, etc., to arrive on or after the permitted rental time. No one will be allowed to drop off anything without the renter or Designated Representative there to receive it. Facility Attendants will 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.

SMOKING. Smoking is only permitted outside and must be a minimum of 20 feet from all operable doors and windows.

CAPACITIES. The facility capacity maximums are strictly enforced. The maximum capacity for your event includes all adults and children and is restricted to the number approved on your rental permit. If an event exceeds the limit, the Police Department may be called to reduce the overcrowded conditions. Violation of the capacity limits will result in immediate termination of your event and forfeiture of some or all of your Non-Compliance Damage Deposit and you may be charged for all costs related to a service call for the Police Department.

TABLES. Tables will be set up according to your pre-approved floor plan, which is to be confirmed 2 weeks prior to the event. Do not move or slide tables across the floors. Do not stand, sit or lie on tables. If you need assistance, please contact the Facility Attendant on duty. Damage to the floors or furniture will result in fees being deducted from your Non-Compliance Damage Deposit.

AIR CONDITIONING/HEATING. The Facility Attendant will provide a comfortable temperature in all buildings. *Facility Attendants will not maintain temperature with doors repeatedly opened or left standing open.*

BARBEQUING. Barbequing requires advanced approval and is restricted to certain paved areas on the outside of the facility. Barbecues must have protective/absorbent equipment on pavement. Contact the Facility Rentals office to make arrangements.

BOUNCE HOUSES. Inflatables/Bounce houses are only permitted at the Willow Pass Community Center. They require advance approval by the facility reservation office and are restricted to certain outdoor areas of the facility. Additional insurance is required. Contact the Facility Rentals office to make arrangements and for a list of companies with the additional insurance already on file. Bounce houses will not be allowed without prior approval and proof of the additional insurance.

PARKING. Parking availability is not guaranteed and may be limited. Cars parked in restricted areas or anywhere other than a designated parking stall may be towed at the owner's expense.

Centre Concord: For events during business hours, do not park in front of the neighboring dentist's office.

Willow Pass Community Center: Do not park in specially marked reserved stalls by Pixieland.

MUSIC. Music must end no later than 11:00 p.m. for events at the Concord Senior Center and 12:00 a.m. (midnight) for events at Centre Concord and the Willow Pass Community Center. Amplified music must not be higher than 80 decibels inside the facility. Failure to follow this requirement after an initial warning will result in a \$250 forfeiture of your Non-Compliance Damage Deposit. The renter's entire Non-Compliance Damage Deposit will be forfeited for any subsequent decibel level violations during the event. A rug or similar vibration muffling device can be placed under each speaker to minimize decibels levels.



DANCING. Dancing is not allowed on the carpet in the Ballroom at Centre Concord. Dancing must be confined to the wooden dance floor provided by the facility. Centre Concord does not allow putting vinyl on the dance floor.

ANIMALS. Other than service animals, animals are not permitted in the building.

WISTERIA ROOM BACK PATIO DOORS. Concord Senior Center's Wisteria Room Back Patio Doors are to remain closed for the entire duration of rental. \$100 will be retained from the renter's Non-Compliance Damage Deposit after one warning and the entire Non-Compliance Damage Deposit will be forfeited for any subsequent violations.

STORING RENTAL ITEMS: Due to the high volume of facility use by City programs, classes and event rentals, the City usually cannot honor requests to store rental items before or after a rental. However, in the event we can accommodate your request, we will provide you with storage options and applicable fees. Please inquire with the Facility Rental Coordinator. Please note, the City of Concord is not responsible for items delivered to, stored in or left at the facility. **Items delivered prior or after your event without prior arrangement will be charged \$300 per day for storage.**

TERMINATION OF EVENT. Misrepresenting or giving false information about your event may result in immediate termination of the event, and your entire Non-Compliance Damage Deposit or portion thereof to be forfeited.

PROPERTY DAMAGE AND LIABILITY. The renter is legally and financially responsible for any violation of this Facility Policies and Agreement document, resulting in damage to the facility and/or personal injuries and will result in entire Non-Compliance Damage Deposit, or portion thereof, to be forfeited, commensurate with the nature and extent of the damage, and any costs incurred to the City.

In the event that City staff determine that the conduct of Renter or Renter's guests poses a risk of property damage to the facilities and/or harm to staff or other individuals in attendance, your function may be stopped in progress, your rental fees will not be refunded, and you may be denied further use of the facilities. Additionally, staff reserves the right under such circumstances to withhold part or all of Renter's Non-Compliance Damage Deposit. If the police are called, your entire Non-Compliance Damage Deposit or portion thereof may be forfeited. If emergency services are called (Police, Fire, EMT, etc.) we reserve the right to withhold all or part of your damage deposit.

The renter is responsible for the control and supervision of all people in attendance during their usage of the facility. This includes, but is not limited to, all guests, caterers, musicians, and other contracted service providers. The renter is responsible for ensuring their guests and service providers adhere to the facilities policies, procedures and regulations.

Minors (persons under the age of 18) must have adult supervision during your entire rental time. Children (ages 12 and under) must remain within visual contact of their parent(s) or designated adult/chaperone at all times. Facility staff and hired security are not responsible for "babysitting" children.

Failure to comply with the facility representative's instructions may result in immediate termination of the event and forfeiture of all fees and deposits paid. The facility will not tolerate discrimination, harassment, including sexual or psychological harassment, threats, violence, or any disrespectful or inappropriate behavior toward the staff on duty.

CONDITION OF FACILITY. Immediately prior to accessing the facility for your event, a Facility Attendant and a Designated Representative from your event will conduct a pre-event facility inspection. Upon completion of the inspection, both parties will sign the inspection form/rental checklist indicating agreement as to the condition of the facility. Once signed, the renter will be given full access to their rented space/room. No one will be allowed in the facility until a Designated Representative has completed the facility inspection form.

POST EVENT INSPECTION. Upon completion of all cleaning requirements, the Facility Attendant and a Designated Representative from your event will conduct a post-event facility inspection. Any damages, policy violations and/or overtime will be notated. Upon completion of the post event inspection, both parties will sign the inspection form/rental checklist acknowledging the notations and facility conditions. Failure to sign the pre or post event inspection checklist may cause your Non-Compliance Damage Deposit to be forfeited.

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ALCOHOL & FOOD PERMIT POLICY

CITY OF CONCORD ALCOHOL PERMIT. A City of Concord Alcohol Permit is required for any event where alcohol is present, regardless of who is supplying the alcohol. Alcohol may be consumed without an additional ABC permit when there is no monetary exchange for beverages, food, raffle tickets or admission to the event.

ALCOHOL PRESENT AT YOUR EVENT

- Alcoholic beverages, in any form, will not be consumed, served by, and/or sold to persons under the age of 21.
- Alcoholic beverages may not be consumed outside of the building.
- Alcohol is restricted to those activities where food is served.
- If alcohol is prohibited, the renter is responsible for ensuring 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.
- Selling and serving of alcohol beverages must end at least 1 hour prior to the end of the event time.
- At any time, City of Concord Staff has the authority to discontinue the consumption, sale or serving of alcoholic beverages.
- 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.

ALCOHOL AT YOUTH EVENTS

- Alcoholic beverages may not be served, sold or consumed at events designated as youth events.
- Alcohol is not allowed in or around the facility at any time during youth events held at Centre Concord.
- Alcohol is allowed at Willow Pass Community Center and the Concord Senior Center for youth events honoring those 5 years of age and under.

ALCOHOL BEVERAGE CONTROL LICENSE. 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 visit:

<https://www.abc.ca.gov/licensing/license-forms/form-abc-221-instructions/>. The ABC License must be on file in the Facility Rental Office 10 days prior to your event. The ABC License must be prominently displayed during your event.

ABC District Office-Concord

1800 Sutter St., Ste 400

Concord CA, 94520

Phone: (925) 602-7715

TEMPORARY FOOD EVENT PERMIT. If food is being sold and/or selling tickets for entry of event, the renter must obtain a Contra Costa County Health Department (CCCHD) Temporary Food Permit. Renter can contact the CCCHD at (925) 646-5225 or visit [CCHS website](#) to obtain a Temporary Food Event Permit Application. Submit completed applications to the CCCHD at least three weeks prior to event date. Do not submit this application to the Facility Rental office.

The approved Temporary Food Event Permit must be on file in the Facility Rental Office 10 days prior to your event.

The Temporary Food Event Permit must be prominently displayed during your event.

Failure to produce the applicable permits, food and alcohol will not be allowed at your event. Any cancellations of events will be subject to the Cancellation Policy.

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YOUTH EVENTS

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

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

Youth events have specific alcohol restrictions and security requirements, as noted below.

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SECURITY

Security Guards are required at:

- All youth events
- Events where alcohol is served or sold
- Any events deemed necessary by Facility Rental Office
- Centre Concord for events with over 300 guests, even if alcohol is not being served. Two guards are required.

Youth Events:

- The Concord Senior Center and the Willow Pass Community Center each require one (1) security guard per 50 guests for all youth events, with a maximum of 4 guards.
- Centre Concord requires one (1) security guard per 50 guests for all youth events, with a maximum of 6 guards.

General Events:

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

Renter is responsible for booking and paying for security services. Security guards must be on premises from the beginning of the event until the end of the permitted rental time. You must contract with a security guard company from the pre-approved list provided by the City of Concord Recreation Services Department.

Security rental permit must be submitted to the rental facility at least 30 days prior to the rental date.

Failure to obtain security guard(s) from an approved company prior to the date of the event will result in forfeiture of all rental fees and the event will be cancelled.

Some events may require Concord Police Department approval.

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POLYSTYRENE (STYROFOAM) FOOD & BEVERAGE CONTAINERS BAN

Effective January 1, 2019, renters of City Facilities are prohibited from serving food or beverages on/in disposable foam polystyrene (Styrofoam) food and beverage containers. This includes clamshells, plates, bowls cups and serving trays pursuant to chapter 8.17 of the Concord Municipal Code.

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 and a list of banned and allowed containers, visit <https://www.cityofconcord.org/340/Styrofoam-Ban>.

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DECORATIONS

All decorations are subject to approval by facility staff. Any violation of the decorating rules will result in forfeiture of all or a portion of your Non-Compliance Damage Deposit.

- Decorations must be made of flame-retardant material.
- The facility will not provide any supplies, such as ladders, scissors or paper for your use.
- Exits and Exit signs must not be covered or obstructed in any way.
- The use of nails, tacks, masking tape, scotch tape, duct tape, staples, etc. is strictly prohibited. Painters tape can be used but must be removed.
- If you have signs, banners or other decorations that you would like to display, we highly recommend you bring an easel or freestanding frame to display them.
- The use of open-flame decorations such as freestanding candles is prohibited. Hurricane lamps and floating candles are permissible with prior Facility approval.

The following items are strictly prohibited inside or outside the facility:

- Confetti (paper, plastic or metal)
- Oil (such as baby oil)
- Glitter
- Rice or Birdseed
- Flower Petals, Tree Branches (upon approval)
- Aerosol streamers/silly string
- Sand
- Hay
- Any substance that may be a slipping hazard or require additional cleaning
- Fog and smoke machines, Haze machines and sparklers
- Helium Balloons (upon approval, weigh down)

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DJ/BAND

The power outlets throughout all City facilities are equipped to handle a maximum of 20 amps of power. The City of Concord will not be held accountable if a fuse is blown due to excessive power use. Please advise your DJ/Band of the following:

- They must bring own equipment, including extension cords.
- Duct tape is not allowed. Cords may be secured to the floor with gaffer tape.
- Fog, smoke and haze machines, and sparkles are not permitted in any of the centers (CC, CSC, WPC).
- **If a fire alarm is set off, for any reason, a \$250 charge will be deducted from your Non-Compliance Damage Deposit.**
- All musical entertainment and equipment must be cleaned up and removed from the facility by the contracted time; failure to do so will result in overtime charges.

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CLEANING REQUIREMENTS

You (as the renter) are responsible for the general condition of the facility, including all areas used by you, your guests and service providers. You are responsible for leaving the facility in the same condition as when you arrived. Failure to complete all cleaning requirements will result in forfeiture of some or all of your Non-Compliance Damage Deposit.

GENERAL

- Wipe down all tables and chairs. Remove all gum, food and food service products.
- Sweep and clear the floor of all debris, including anything a vacuum will not pick up.
- Remove ALL decorations inside and outside, including string, tape from walls, tables, etc. as well as any other items brought by the customer.
- Remove all trash to the outside dumpsters, making sure all bags are securely tied. Do not drag bags to dumpsters.
 - Willow Pass Center: All garbage should be transported to the dumpsters in the trash containers on wheels.
- Do not overload the dumpsters, they must be able to close and be secured
- Flatten cardboard and place in the recycling bins. If recycling bins are filled, place in dumpsters
- Remove all garbage from parking lot

KITCHEN/BEVERAGE BAR/SERVICE CORRIDOR

- Ice is to be dumped in the sink only. Do not dump/discard ice in the dirt, sidewalk or parking lot.
- All equipment and appliances must be shut down and cleaned (inside and outside) according to directions given.
- Dispose of all grease/oil properly. Fryer oil may not be left in the facility.
- Clean any spills or splatters from backsplash, oven fronts, oven racks or stove tops.
- Empty the refrigerator of all food and drinks; wipe out the inside of the refrigerator and clean and disinfect with Neutracide.
- Clean all counters, cupboards and stainless steel surfaces (including appliances) with Neutracide.
- Remove all food particles from sinks and the mesh trays inside the dishwasher and wash with dish soap and hot water; restack all dishwasher racks.
- Make sure no food particles are left in garbage disposal.
- Sweep all debris from floors and mop with hot water and Neutracide; rinse out used mops in clean hot water and Neutracide.
- Make sure all used rags are properly disposed of by placing in a garbage bag.

ADDITIONAL CLEANING REQUIREMENTS

- Events serving seafood (such as crab), fish, or foods with strong odors are subject to additional cleaning requirements.
- Please notify staff in advance if you will be serving these items.

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RENTER ACCEPTANCE OF RULES, POLICIES AND PROCEDURES

By signing this document I certify that I have read, reviewed, and understand all of the existing rules, policies and procedures set forth by the City of Concord governing the use of the facility/facilities specified above, and that I and my organization will take full responsibility for ensuring that the use of the facility/facilities is in full adherence to and compliance with these conditions, and upholding my/our responsibilities. If minors use the facility/facilities, I will accept responsibility for them throughout the period covered by this agreement.

Signature

Date