

CONTACT INFORMATION:

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City of Emeryville  
CALIFORNIA

# PARK RENTAL GUIDE & APPLICATION

## INTRODUCTION

The City of Emeryville's Community Services Department offers a wide range of pristine and elegant parks that are perfect for holding special events. Reservations can be made any day of the week (except City Holidays).

## RESERVATION PRODECURES

The applicant must submit the appropriate completed rental application and application fee in order to reserve the date. Completed applications can be faxed to (510) 596-4339, emailed to [ehan@emeryville.org](mailto:ehan@emeryville.org) or can be dropped off at the Emeryville Center of Community Life at 4727 San Pablo Ave Building B. Verification of residency must be provided at the time of reservation and the renter must be at least 21 years of age. The application will then be sent to the Community Services Director (or designee) to be approved, approved with conditions, or denied. The City of Emeryville reserves the right to deny any rental application at the discretion of the Community Services Department. You will be notified of the status of your indoor rental application within seven (7) business days of receipt.

As part of the review process, applications may also be submitted to the Emeryville Police Department for review, coordination, and possible additional requirements. Any changes required from the Police Department will be communicated to the renter by the Recreation Assistant within seven (7) business days.

## RENTAL RESERVATION TIMELINE

A completed rental application, all fees, proof of insurance, and any other requirement must be submitted to the Recreation Assistant to secure the rental permit. Reservations will be accepted no more than 12 months in advance for Emeryville residents and 11 months in advance for non-residents. It is highly recommended that all reservations are made at least two months in advance. Outdoor reservations are not accepted with less than two weeks' notice.

## GENERAL FACILITY INFORMATION

<b>General Rental Hours</b>
Sun- Mon 7AM-9PM

Park	Description
Doyle Hollis – Site A	1 – Picnic Table
Doyle Hollis – Site B	1 – Picnic Table
Doyle Hollis – Site C	2 – Picnic Tables
Doyle Hollis – Site D	3 – Picnic Tables
Marina Park – Site A	Large open field at the end of the peninsula 3 – Picnic Tables 4 – Benches
Marina Park – Site B	Small open field 3 – Benches
Marina Park – Site C	North half of open field 6 – Benches
Marina Park – Site D	South half of open field 3 – Picnic Tables 2 – Barbeque grills
Marina Park – Site E	Large open field
Temescal Creek Park	1 – Picnic Table
Stanford Ave Park (East)	1 – Picnic Table (playground side)
Stanford Ave Park (West)	1 – Picnic Table (basketball court side)
61 <sup>st</sup> Mini Park	1 – Picnic Table
Christie Ave Park	2 – Picnic Tables

## FEES AND DEPOSITS

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For up-to-date rental fees, please see the Rental Fee Chart on our Facility Rentals / Event Permits page on the city website: <http://www.ci.emeryville.ca.us/DocumentCenter/View/542/Rental-Fees?bidId=>

All rentals must be paid in full at least **31 days** prior to the reserved rental date. Rentals are subject to cancellation if not paid in advance. **If the rental is paid with a check, all checks must be submitted a month prior to the rental reservation date.**

Your reservation application must include all hours you need for setup and cleanup time.

## CANCELLATIONS & REFUNDS

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If a park rental is cancelled due to inclement weather, the renter will be offered the option to secure another date or receive a full refund.

**Note:** The Emeryville Community Services Department will determine what constitutes as “inclement weather”. Refunds will be handled as follows:

Prior to Event:	+45 - 30 Days	29 - 21 Days	20 Days / Less
<b>Application Fee</b>	Non-Refundable	Non-Refundable	Non-Refundable
<b>Park Fees</b>	100% Returned	50 % Returned	0% Returned
<b>Bounce House Fee</b>	100% Returned	50 % Returned	0% Returned
<b>Insurance Fees</b>	Non-Refundable	Non-Refundable	Non-Refundable

## INSURANCE

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For all rentals, the City of Emeryville requires the renter provide a **policy of \$1,000,000 in liability insurance naming the City of Emeryville, 1333 Park Avenue, Emeryville CA 94608 as additional insured.** The certificate and endorsement page will both be needed. If you are unable to secure your own insurance policy, the City of Emeryville offers liability insurance through a special insurance event provider.

## RENTER RESPONSIBILITIES / CLEANING

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**The renter is responsible for leaving the facility in pre-event condition.** This includes: removing decorations, wiping off tables and picking up trash. Trash bags, compost, and recycle bage **must be removed off site.** Parks must be cleaned and vacated by the departure time specified on the rental permit.

## BUSINESS/NON-PROFIT GUIDELINES

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In order to qualify for the non-profit rate, the organization must submit a copy of a letter from the IRS indentifying the renter as a non-profit organization, including their non-profit ID number.

## ALCOHOL POLICY & SECURITY

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**No Alcohol Beverages in City Parks.** Emeryville Municipal Coee 5-24.05

- The renter is responsible for the orderly condust of all guests consuming alcohol
- At no point in time may alcoholic beverages be served or sold during the event
- Failing to obey the City of Emeryville Municipal Code 5-24.05 “No Alcoholic Beverages in City Parks” may be subject to possible citation/fine and/or arrest

**City staff reserves the right to eject anyone behaving in a destructive or undesirable manner.**

## OPTIONAL PERMIT REQUIREMENTS

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### Events with jumpers/bounce houses at Doyle Hollis Park:

- Permission to have a jumper/bounce house on city property must be approved by the Community Services Department and the applicant must communicate the bounce house company's name to the Recreation Assistant. No generators are allowed at Doyle Hollis Park. Outlets are available. Please note: outlets are high off the ground, please bring a ladder to access the outlets.
- Only one bounce house permitted
- Bounce Houses MUST be set up adjacent to the retaining wall on the field adjacent to 62<sup>nd</sup> Street. Do not set up bounce houses on the 61<sup>st</sup> Street side of the park.
- Failure to abide by the city bounce house policy and generator municipal code will be subject to a fine

\*Ask for approved bounce house vendor(s)

Note: other companies can be approved with a Business License and as long as the company provides an insurance policy naming the City of Emeryville as additionally insured.

### Tents/Canopies:

- Events using tents or canopies larger than 10x10 feet are required to apply for a Tent and Canopy Permit from the Emeryville Fire marshal. Note that the fee is generally waived if no inspection is needed. Download the [Tent and Canopy Permit Application](#) here. Contact Fire Prevention Inspector Cesar Avila if you have any specific questions at (510)596-3759.

## GENERAL PARK RENTAL GUIDELINE

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- The applicant must be the primary event contact, be on-site during the event and provide all payments for the event. We will not work with multiple parties for a single event.
- Park rentals cannot be transferred, assigned, or sublet
- A contract may be terminated or voided if the information provided on the application is inaccurate or incorrect
- The rental applicant is responsible for leaving the park in pre-event condition
- Make sure to bring your own trash bags and NOT use the park bins. Applicant must remove all trash off site
- Abide Emeryville's Eco Food Ware Ordinance if serving food/drink (i.e.: no plastic throw away utensils/cups/plates are allowed, must be compostable, recyclable, or reusable). The renter must provide their own cups, plates, silverware, cooking utensils, etc. All disposable plates and utensils must be bio-degradable per the City of Emeryville's Eco Food-Ware Ordinance.
- No stakes are allowed in group to tether tents/arches/etc., must use weighted system to tether any items to the ground. Renter must report the use of a tent larger than 10x10. Certain tents are subject to a permit from the Alameda County Fire Department.
- Alcohol is not permitted in Emeryville Parks
- Generators are not permitted in Emeryville Parks
- If a bounce house has been approved for use in Doyle Hollis Park, the applicant agrees to have it set up on the grass near the retaining wall on the 62<sup>nd</sup> Street side of the park. The permit is not approved unless the City of Emeryville has a current Certificate of Insurance from the jump/bounce house company on file naming the City of Emeryville as Additional Insured. The bounce house must be plugged into an outlet at the top of one of the lamp posts in the park. NO GENERATORS!
- Decorations/signs may not be attached to any public trees, street poles, or other City property and no signage may be posted in the public right-of-way.
- Illegal parking is strictly enforced. Marina parking lots are usually full on weekends, so please encourage carpooling, arrange for extra parking in a nearby private property parking lot, or arrange for shuttle service.
- If there will be amplified or live music, note that all events do not have a waiver to the noise ordinance, so make sure to play the music at a level that is respectful to the Doyle Hollis and Marina Park's neighbors. If the Police Department receives a complaint, they will have to respond and if the officer deems the amplified music as too loud, they will ask that the music be turned down (or off in extreme cases).

## APPLICANT INFORMATION

Name (please print): \_\_\_\_\_ Email: \_\_\_\_\_

Street Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Alternate Phone Number: \_\_\_\_\_

Organization: \_\_\_\_\_ Non-Profit ID #: \_\_\_\_\_

Rental Classification (check one):      Resident      Non-Resident      Non-Profit

**Notes:**

\*Resident rate for private personal use only. Proof of residency will need to be provided and verified with the City's address list

\*If claiming non-profit status, please attach a copy of your organization's 501(c)3 documentation

## EVENT INFORMATION

Date(s) Requested: \_\_\_\_\_

Frequency:

Name/Type of Event: \_\_\_\_\_

- Single Event
- Multiple Days
- Daily
- Weekly
- Monthly

Setup Time: \_\_\_\_\_ AM / PM to \_\_\_\_\_ AM / PM

Event Time: \_\_\_\_\_ AM / PM to \_\_\_\_\_ AM / PM      **TOTAL HOURS:** \_\_\_\_\_

Clean-up Time: \_\_\_\_\_ AM / PM to \_\_\_\_\_ AM / PM

**Note:** Renter must include and pay for all the time needed for setup, event time, and clean-up time

### Park/Park Site(s) Requested:

**Doyle Hollis Park**

- Site A – 1 picnic table
- Site B – 1 picnic table
- Site C – 2 picnic tables
- Site D – 3 picnic tables

**Marina Park**

- Site A – Large field w/ 3 tables & 4 benches
- Site B – Small open field w/ 3 benches
- Site C – North side of open field w/ 6 benches
- Site D – South side of open field w/ 3 picnic tables & 2 barbeque grills
- Site E – Large open field adjacent to Hong Kong East Ocean Restaurant

**Other Parks**

- Temescal Creek Park – 1 picnic table
- Stanford Ave Park (East) – 1 picnic table (next to playground)
- Stanford Ave Park (West) – 1 picnic table (next to basketball court)
- 61<sup>st</sup> Street Mini Park – 1 picnic table
- Christie Avenue Park – 2 picnic tables

### Attendance #:

Adults: \_\_\_\_\_  
 Minors: \_\_\_\_\_  
 Seniors: \_\_\_\_\_  
 Total: \_\_\_\_\_

### Equipment:

Berbeque grill? (gas only)	Yes	No
Bounce House? (permit required)	Yes	No

### Details

Open to the public?	Yes	No	Amplified music?	Yes	No
Is there a fee associated with the event? If yes, how much? _____	Yes	No	Fundraising event?	Yes	No
Is there a fee charged at event entrance? If yes, how much? _____	Yes	No	Food served?	Yes	No
Live music/entertainment? (permit may be required) If yes, what type? _____	Yes	No	Food cooked on site?	Yes	No
			Using caterer?	Yes	No

Approved

Denied

Community Services Director \_\_\_\_\_ Date: \_\_\_\_\_

Recreation Manager \_\_\_\_\_ Date: \_\_\_\_\_

**CITY OF EMERYVILLE RENTAL WAIVER AND INDEMNIFICATION AGREEMENT**

In consideration of being permitted to participate in this city activity or use of any city facilities in connection with this activity, the undersigned agrees to the following:

1. I the undersigned hereby releases, waives, discharges and covenants not to sue the city of Emeryville, its' employees, officers and agents (hereinafter referred to as "Releases") from all liability to the undersigned, his or her personal representatives, assigns, heirs, and next of kin for any loss, damage, or claim therefore on account of injury to the person or property of the undersigned, whether caused by any negligent act or omission, including gross negligence and/or willful disregard, of the Releases or otherwise while the undersigned is participating in the City activity or using any City facilities in connection with such activity.
2. The undersigned hereby agrees to indemnify, defend and hold harmless the Releases from all liability, claims, demands, causes of action, charges, expenses, attorney's fees (including attorney's fees to establish the release's right to indemnity or incurred on appeal) and costs arising out of or resulting from the use and/or rental of the City facility by undersigned, his/her agents, employees, officials, volunteers, guests and invitees.
3. The undersigned hereby assumes and accepts full responsibility for any and all loss, bodily injury, death or property damage while upon or using the City facilities and equipment. The undersigned expressly agrees that the foregoing release waiver, and indemnity agreement are intended to be as broad and inclusive as permitted by California law and that if any portion thereof be held invalid, notwithstanding, the balance shall continue in full legal force and effect.

I hereby acknowledge that I have read the foregoing and that I am aware of the legal consequences of this agreement, including that it prevents me from suing the City or its employees, agents, or officers if I am injured or damaged for any reason because of participation in this activity. I further acknowledge that no oral representations, statements or inducements have been made to me.

PERMIT # (internal use): \_\_\_\_\_

EVENT NAME: \_\_\_\_\_ DATE OF EVENT: \_\_\_\_\_

I have read and agree to abide by the policies contained in the Rental Guide:

PRINT NAME: \_\_\_\_\_

SIGNATURE REQUIRED: \_\_\_\_\_ DATE: \_\_\_\_\_

<i>For internal use only</i>	
Taken By: _____	Date: _____