

CONTACT INFORMATION:

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EMERYVILLE CENTER OF COMMUNITY LIFE RENTAL GUIDE & APPLICATION

INTRODUCTION

The City of Emeryville’s Community Services Department offers a wide range of unique and picturesque facilities 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, application fee, and deposit in order to reserve the date. Completed applications can be faxed to (510) 596-4339, emailed to 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 Rental Specialist 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. Indoor reservations are not accepted with less than two weeks’ notice.

GENERAL FACILITY INFORMATION

General Rental Hours		Minimum Rental Time
Mon-Fri 5PM-11PM Sat-Sun 7AM-11PM		2 Hours
Room	Capacity	Available Ammenities
Building A100 Multipurpose Room	200 dining 240 theater	20 – 5’ round tables 250 – chairs Projector w/ screen Microphone
Building C124 Multipurpose Room	320 dining 600 theater	40 – 5’ round tables 20 – 6’ rectangle tables 600 – chairs 2 – projector screens (no projector) Microphone
Teen Center	30	30 – chairs
Dance Studio	30	Studio mirrors along 2 walls
Classroom	30	Tables & chairs provided
Gymnasium	400 bleacher seating	Bleacher seating 1 – full court OR 2 – half courts
Athletic Field	Can be used for baseball, softball, football, soccer, and track	4 – soccer goals
Pool	150	Life vests Pool Party Area

FEES AND DEPOSITS

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. **Standard hourly rental fees apply for all time you are using the facility, including set-up time and clean-time.** Deposits are returned as long as the facility is left in its pre-event condition. If there are damages to the facility or if additional cleaning is required, there will be a deduction or forfeiture of your deposit. If the deposit does not cover the damages/ cleaning, you will be billed for the rest of the charges. If the deposit is paid by credit card, it will be refunded within 1-2 business days. If the deposit is paid by cash, check, or money order, the city will mail you a refund check within 2-3 weeks.

Failure to abide by the conditions of use may result in a loss of deposit.

CANCELLATIONS & REFUNDS

If an in-progress event is cancelled by city staff or security guards due to excessive rule violations, the applicant will forfeit their complete deposit.

Prior to Event:	+45 - 30 Days	29 - 21 Days	20 Days / Less
Application Fee	Non-Refundable	Non-Refundable	Non-Refundable
Hourly Fees	100% Returned	50 % Returned	0% Returned
Insurance Fees	Non-Refundable	Non-Refundable	Non-Refundable
Alcohol Fee	0% Returned	0 % Returned	0% Returned

INSURANCE

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 and the Emery Unified School District, 4727 San Pablo 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. (Exclusions: boxing, wrestling, lacrosse, rugby, contact sports/martial arts, football/flag football, dodgeball, etc.)

RENTER RESPONSIBILITIES

The renter is responsible for leaving the facility in pre-event condition. Upon arriving at an indoor facility, the rental applicant or authorized representative is required to complete the facility inspection checklist with the facility attendant. The renter must also complete the inspection checklist prior to leaving the facility. Renters are solely responsible and answerable financially for any and all accidents or injuries to persons or property resulting from their use of Emeryville's facilities. Renters are responsible for the control and supervision of all people in attendance at their event. If there are excessive violations of the rental rules during your event, the function will be stopped and everyone will be forced to leave immediately.

BUSINESS/NON-PROFIT GUIDELINES

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

Renter Initials _____

ALCOHOL POLICY & SECURITY

There is an additional fee for events that are serving alcohol. The renter is responsible for the orderly conduct of all guests consuming alcohol. At no point in time may alcoholic beverages be served or sold at events honoring youth ages 13-20. Please be advised events like birthday parties for example, in the age range of **13-20** will not qualify for a reviewing process if alcohol is planned to be served.

Alcohol may **not be served or consumed** outside of the rental facility. For example, alcohol may not be consumed on the front patio area of the Senior Center.

For events where alcohol will be *sold*, a license from the California Alcoholic Beverage Control Board (ABC) is required. To obtain a license from the California Alcoholic Beverage Control Board for facility rentals, please contact (510) 622- 4970 or visit their web site at www.abc.ca.gov.

City staff and private security guards reserve the right to eject anyone violating any codes or rules.

For indoor rentals, private security guards may be required for events of at least 100 people, events where alcohol is being served for at least 4 hours, or events with a high percentage of youth in attendance. This requirement may only be waived by the Community Services Director. Security is required to be present during the actual hours the event is occurring and is not required during set-up time. The security guards must be obtained through a licensed security company that is approved by the City.

The renter must indicate their intention to serve alcohol on the initial application. The specific alcohol requirements for your event are in the following chart:

Exchange of Alcohol	Indoor Facility Rentals
Served ONLY	<ul style="list-style-type: none">• Community Services Director approval• Alcohol service fee
(Non-Profits Only) Sold directly Drink tickets sold Dinner tickets sold	<ul style="list-style-type: none">• Community Services Director approval• Alcohol service fee• Alcohol Beverage Control Board License

DECORATIONS

All decorations must be flame retardant and cannot be placed on floors or painted surfaces. Items that may not be used during an event include: nails, tacks, staples, stakes, tape (except masking tape or blue painters tape), lit candles, confetti, rice, and birdseeds. Storage for decorations is not available either before or after the event.

CLEANING

The renter is responsible for leaving the facility in pre-event condition. This includes: removing decorations, picking up trash, placing trash, compost, and recycling in their respective receptacles, removing food from the refrigerators & ovens. A cleaning fee will be charged for your event. Excessive messes may result in a deduction or forfeiture of your deposit. The cleaning fee does not cover kitchen appliances. Any kitchen appliance that is used must be cleaned by the renter. NO FOOD can be disposed of in sinks.

CITY OF EMERYVILLE FIRE & BUILDING CODE REQUIREMENTS

Please make sure your event abides by the following requirements:

- Events may not exceed the maximum capacity of the facilities in which they are located.
- Tables and chairs must have 3.5 feet of clearance from all walls.
- Objects shall not be placed within 5 feet of any exit.
- Emergency exits, fire extinguishers, alarms, and any other safety equipment may not be blocked.

FACILITY ATTENDANT

A facility attendant will be on duty during all indoor facility rentals. Attendants will be available to open and close the facility, help set-up tables and chairs, provide necessary cleaning supplies, and answer general facility and rental questions. Attendants are not available to wait tables, serve people, or act as janitors.

Renter Initials _____

GENERAL RENTAL GUIDELINE / CONDITIONS OF USE

- 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.
- Facility rentals cannot be transferred, assigned, or sublet
- If an event is charging for admission/participation (Non-Profits Only), is open to the public and/or has live entertainment, the event may be subjected to a cabaret permit. Cabaret Permit applications are approved through the Police Department and an additional fee will apply
- A contract may be terminated or voided if the information provided on the application is inaccurate or incorrect.
- Under no circumstances can the event exceed the entire building or individual room capacities.
- 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).
- Abide Emeryville's Waste Stream Policy. All waste must be sorted and disposed of in its proper category: Trash, Recycling, or Compost. A guide will be provided to you and all receptacles will be labeled.
- 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 Green Ordinances.
- Any illegal parking complaints or other vehicle code violations will be strictly enforced (i.e. No double parking, blocking driveways, red curb zones) by Police Department
- Event will be expected to remove any outside temporary signage, and no signage may be posted in the public right-of-way.
- Music is allowed until 11:00pm inside the indoor facility, but renters should be aware that the City's noise ordinance takes effect at 9:00pm. Between 9:00pm and 11:00pm, the event cannot prop open any exterior doors/windows, no event attendees are allowed to congregate outside the center, and must limit noise transmission from the center into the neighborhood or else the event can be asked to lower the volume or be shut down by the Police Department.
- Alcohol will not be permitted for events celebrating youth 13-20 years of age.
- The condition of the room you are renting must be returned to its original state. A cleaning fee will be charged for custodial service. The primary renter is responsible for making sure the room is configured back correctly after the event. If extra labor is required to return the room its original condition, then the appropriate fees will be deducted from your security deposit.
- Smoking is not permitted within any of the City of Emeryville's parks or facilities. Additionally, smoking is prohibited within 25 feet of city buildings. Please pick up any cigarette butts that are left outside.
- Pets are not allowed in buildings. Services animals are permitted.
- Pool/Swim Center Rules – all rules for use of the pool/Swim Center must be adhered to at all times. This includes all posted rules inside the facility and verbal direction from City staff and/or lifeguards. Failure to abide by the rules may result in immediate cancellation of your event/rental.

FAILURE TO ABIDE BY THE CONDITIONS OF USE MAY RESULT IN A LOSS OF DEPOSIT

Renter Initials _____

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City of Emeryville
 CALIFORNIA

EMERYVILLE CENTER OF COMMUNITY LIFE -RENTAL APPLICATION

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: _____
Setup Time: _____ **AM/ PM to** _____ **AM/ PM**
Event Time: _____ **AM/ PM to** _____ **AM/ PM** **TOTAL HOURS:** _____
Clean-up Time: _____ **AM/ PM to** _____ **AM/ PM**
 Single Event
 Multiple Days
 Daily
 Weekly
 Monthly

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

Facility/Room(s) Requested:

Building A100 Gymnasium
 Building C124 Athletic Field
 Teen Center Pool
 Dance Studio Pool Party Area
 Classroom(s) Other: _____
 Senior Lounge

Attendance #:

Adults: _____
 Minors: _____
 Seniors: _____
 Total: _____

Equipment #:

Tables: _____
 Chairs: _____
 Other: _____

***Please see page 1 for available equipment**

Details

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