

Contra Costa County  
Community Center  
**Rules and Regulations**

Effective Date:

Thank you for selecting a Contra Costa Recreational Facility to host your event. Please review all rental documents carefully to better understand your rental requirements. The renter is solely responsible for ensuring that the renter and the renter's guests comply with all of the following rules and regulations throughout the rental period.

**FACILITY RENTAL OCCUPANCY**

The maximum occupancy for Montarabay Community Center is 112 people, and the maximum occupancy for Lefty Gomez Community Center is 60 people.

**GENERAL REGULATIONS**

1. A renter may use only those facilities or equipment specifically designated on the "Application for Use."
2. The renter shall procure, at the renter's own cost and expense, all permits and licenses required for the intended use or activity.
3. If Contra Costa County staff or law enforcement determine that any person or persons are engaging in any activity that constitutes a public nuisance or criminal activity, County staff or law enforcement, at their discretion, may require the person or persons to leave, immediately cancel the renter's event, and/or require the renter to forfeit all fees and security and cleaning deposits. The Contra Costa County Sheriff's Office may be contacted to support patron ejection and document any such nuisance or criminal activity.
4. Contra Costa County personnel shall have the right to enter the facility at all times during the rental period.
5. The renter will be held responsible for any loss or damage caused by the renter's guests or anyone performing any services at the facility at the renter's direction.
6. Community Center staff are not responsible for setting up and/or taking down the tables and chairs. This is the responsibility of the renter and must be completed during the rental period.
7. The renter shall ensure that all deliveries are scheduled during the rental period.
8. The renter shall ensure that no vehicles are driven or parked on the patio, walkways, or sidewalks.
9. The volume of sound audible outside the facility must not interfere with the public's right to the quiet enjoyment of the surrounding area.

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- a. Music that is not amplified may be played outdoors at the facility.
  - b. Amplified music may be played indoors only.
  - c. Any violation of this Section 9 may result in immediate termination of the event and forfeiture of all fees and security and cleaning.
10. The renter must notify the County at least one business day before the start of a rental period of any changes to the rental period (i.e., rental period beginning and/or ending times) and any changes to the intended use of the facility during the rental period. Changes are subject to staff availability and subject to additional charges.
  11. If Community Center staff determine that the renter has misrepresented information on the rental application, Community Center staff, at their discretion, may immediately terminate the event, which will result in forfeiture of the renter's fees and security and cleaning deposits. Misrepresentation includes, but is not limited to: 1) misrepresenting the type of activity; 2) misrepresenting residency of the renter; 3) exceeding the capacity of the facility; 4) misrepresenting if alcohol will be served or sold; and 5) misrepresenting the number and/or age group of the renter's guests
  12. The Public Works Director, or designee, will determine whether the renter will need to retain security guards for the duration of the renter's event. This decision is based on the type of event and the number of participants in attendance. If a renter is required to have security guards on duty during an event, security guards will be hired by the Community Center Facility Coordinator. The renter must include with their deposit an amount sufficient to cover the Community Center Facility Coordinator's estimate of the costs for security guards. If the actual costs for security guards exceeds the estimated amount, the difference will be deducted from the security and cleaning deposits, and any amount that exceed those deposits will be charged to the renter. The Community Center Facility Coordinator or security officers may request the assistance of the Contra Costa County Sheriff's Office at any time to prevent abuse of privileges and to enforce the Rules and Regulations. Staff, security officers, or Sheriff's officers may terminate any activity that poses a threat to the safety of the participants, staff, security officers, the facility, or the public. If the Sheriff's Office is called by Community Center Facility Coordinator or security, the event will be cancelled and the all fees and security and cleaning deposits will be forfeited. The renter shall be responsible for paying all response costs charged by the Sheriff's Office

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13. The security deposit may be composed of the cleaning/damage deposit, noise deposit, and alcohol deposit.

### **RULES REGARDING THE USE OF THE FACILITY**

The consumption of alcoholic beverages is not allowed anywhere outside of the facility.

1. Smoking is prohibited both indoors and outdoors at County facilities and parks. This includes traditional cigarettes, e-cigarettes/vaping and marijuana use.
2. Rice, confetti or similar materials are not allowed inside or outside the facility. A violation of this rule will result in a \$25 penalty.
3. Masking tape and scotch tape are the only adhesives allowed to be used to secure decorations. The renter is responsible for removing all tape before the end of the rental period.
4. Adhesive, nails screws, tacks, staples and other similar materials are not permitted to be used in the facility. All materials used to decorate the facility must be fire retardant. Exits, emergency exit signs, fire extinguishers, fire extinguisher and equipment cabinets, smoke detectors, and fire sprinklers must not be covered or obstructed. All decorations must be removed from the site before the end of the rental.
5. No equipment may be removed from the facility without prior approval of the Community Center staff.
6. Only Community Center staff are authorized to operate the heating system. There is no air conditioning system. Please plan accordingly.
7. Any equipment or furnishings moved during the rental period must be returned to the original positions and locations.
8. The facility must be left in a clean and orderly condition, in accordance with the Community Center Cleaning Guidelines. You will be given a copy of the Community Center Cleaning Guidelines when you reserve the facility. Your signature on the "Application for Use" indicates that you have read and agree to comply with the Community Center Cleaning Guidelines.
9. Additional charges may be assessed against the renter resulting from the use of the facility beyond the time specified, damage to the facility, or additional services in the nature of janitorial or maintenance work which may be required due to the use of the facility. The determination of the assessment of the additional charges will be at the sole discretion of the Community Center Facility Coordinator.
10. The renter of the facility will be held responsible for any loss or damage to the property caused during the rental period. The renter is required to pay the cost of repairing or replacing the damaged or lost property, in accordance with the Cleaning Guidelines.
11. The kitchen is not equipped with dishes or utensils.

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12. The use of helium filled balloons is allowed. However, should any remaining balloons cause the facility's alarm system to be triggered after the event, a \$50 false alarm charge will be deducted from the security deposit.
13. Inflatable jumpers or bounce houses are not permitted.

### **YOUTH GROUPS**

1. Groups composed of minors (persons 18 years or younger) must be supervised by one (1) adult (25 years of age or older) for each ten (10) minor children, and at least one adult (25 years of age or older) must be present at all times while minors are using the facility.
2. The "Application for Use" must be completed by the adult parent supervising the rental, who shall be the "renter" for the purposes of the rental and these rules and regulations. The names and telephone numbers of all adults supervising children must be submitted to the Community Center Facility Coordinator no later than fourteen (14) days prior to the start of the rental period.
3. Failure to submit names and telephones numbers 14 days prior to the use of the facility may result in cancellation of the rental and forfeiture of all fees and deposits.
4. Persons under the age of 21 are not allowed to consume alcoholic beverages at any time.
5. Failure of the renter to be present, or for one adult (persons 25 years of age or older) for every 10 children to be present (with a minimum of one adult present), at all times during the rental period shall, at the sole discretion of the Community Center Facility Coordinator, result in immediate termination of the rental and forfeiture of all fees and deposits.

### **LIABILITY INSURANCE**

A renter is required to comply with the "Liability Insurance Requirements for Facility Rentals" included as a part of the "Application for Use."

### **CERTIFICATION, INDEMNIFICATION & RELEASE**

The renter's signature on the "Community Center Application for Use" certifies all of the following: (1) that the renter has received and read these "Community Center Rules and Regulations," the "Community Center Rental Rates, Permits, and Insurance Requirements," the "Community Center Renter Cleaning Guidelines, and the "Liability Insurance Requirements for Facility Rentals" (the "Rental Documents"); (2) that the renter agree to be solely responsible for ensuring that the facilities and surrounding property are used in accordance with the requirements included in the Rental Documents; and (3) that, if there are any minors present during the rental period, the renter will be fully responsible for them throughout the rental period.

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The renter's signature on the "Community Center Application for Use" also constitutes the renter's agreement to the following indemnification requirement:

*Effective upon the Contra Costa County's approval of renter's "Application for Use," and in consideration for that approval, renter hereby agrees to defend, indemnify and hold harmless Contra Costa County, its officers, officials, employees, agents, volunteers, successors, and assigns ("Indemnitees") from and against any and all claims, suits, actions, damages and causes of action, including for any personal injury, bodily injury, loss of life, damage to any property, violation of any federal, state or local law or ordinance and for costs, attorney's fees, or any other liability whatsoever directly or indirectly arising out of or resulting in any way from the occupancy or use of the facility by the renter and/or the renter's invitees, officers, officials, employees, volunteers, contractors and/or subcontractors except as may arise from the sole and active negligence of any of the Indemnitees. If the renter is acting on behalf of an organization, corporation, limited liability company, or partnership, the renter's signature on the "Community Center Application for Use" certifies that the renter is authorized to act on behalf of that entity and bind the entity to the terms of the "Community Center Application for Use." The requirements in this paragraph shall survive the rental period.*

The renter's signature on the "Community Center Application for Use" also constitutes the renter's agreement to the following release from liability:

*Effective upon Contra Costa County's approval of renter's "Community Center Application for Use," and in consideration for that approval, the renter hereby releases and discharges the Indemnitees from any and all claims, demands, causes of action, obligations, damages, and liabilities, which the renter now has or could assert in any manner related to or arising from the condition of the facility or the property surrounding the facility, the suitability of the facility, the terms and conditions of the rental of the facility, any direct, indirect, incidental, or consequential damages that the renter incurs as a result of the termination of the rental before or during the rental period for any reason. The renter knowingly waives the right to make any claim against the Indemnitees for such damages and expressly waives all rights provided by section 1542 of the California Civil Code, which provides as follows:*

**"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."**

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*If the renter is acting on behalf of an organization, corporation, limited liability company, or partnership, the renter's signature on the "Community Center Application for Use" certifies that the renter is authorized to act on behalf of that entity and bind the entity to the terms of the "Community Center Application for Use." The requirements in this paragraph shall survive the rental period.*

### **RESIDENCY VERIFICATION**

To qualify for residency rates, an applicant must verify that the applicant's primary place of residence is located within County Service Area R-10 (Rodeo) for Lefty Gomez Community Center, or within County Service Area M-17 (Bayview Park, Tara Hills, and Montalvin Manor) for Montarabay Community Center. To establish residency, at the time of application the renter must show Community Center staff a valid state issued identification card or driver's license showing the residential address AND a current utility bill (water, garbage, or PG&E) showing the renter's name and a service address that matches the address on the identification card or driver's license.

### **MISREPRESENTATION**

If the County Public Works staff learns that the renter has provided false information in the application the County Public Works Director or designee reserves the right to cancel the rental and retain all payments and deposits received.

### **TERMINATION BY CONTRA COSTA COUNTY**

The County of Contra Costa Public Works Director or designee reserves the absolute right at any time prior to or during the renter's use of the facilities, to cancel the reservation and to terminate this agreement in the event of an emergency, casualty, physical damage to the facility, or other occurrence that the Contra Costa County Public Works Director determines, in his/her sole discretion, that said occurrence renders the facilities unsuitable or unsafe for use, or requires the facilities to be used for emergency purposes. Such occurrences include, without limitation, any of the following:

1. Fire, flood, earthquake, weather damage, or other casualty causing physical damage to the facilities.
2. The making of improvements, alterations or repairs required by law or otherwise necessary to put or maintain the facilities in a safe and fully functional condition, including unexpected delays in the completion of such repairs, improvements, or alterations.
3. Fire, flood, earthquake, weather damage, or other casualty creating an emergency situation on property other than the County premises for coordination of emergency relief efforts or for housing storage.
4. Power failure, restrictive governmental laws or regulations, riots, insurrections, wars or other causes beyond the

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County's reasonable control which render the facilities unfit or unsafe for their intended use.

In the event that a reservation and this agreement are terminated for any reason, including any termination under this provision, the County, its officers, employees, and agents shall not be responsible or liable for any direct, indirect, incidental or consequential damages that the renter incurs as a result of such termination.

## **RESERVATIONS, CANCELLATIONS, & TRANSFERS**

### **Reservations**

1. Reservations can be made up to six (6) months in advance, but not less than 30 days before the requested date of use (event).
2. Fees paid 30 days or more prior to the requested date of use, may be paid via check, money order or cashier's check. Cash payments are accepted by appointment only at 255 Glacier Drive, Martinez CA 94553.
3. Fees paid 14-30 days prior to the requested date of use may only be paid via money order, or cashier's check.
4. Reservations are not considered confirmed until the cleaning/damage deposit is paid in full. Payment of the cleaning/damage deposit must be made a minimum of thirty (30) days prior to the requested date of use.
5. The renter requesting use of the facility must submit the "Application for Use" in person.
6. The "Application for Use" must be signed by a responsible adult, who is at least 21 years of age.
7. No reservations will be taken on a continuous year-to-year basis.
8. Future reservations by any individual or group will not be accepted until all outstanding bills from prior uses have been paid in full.
9. Contra Costa County reserves the right to re-schedule or cancel any rental without liability. Refunds will be made accordingly to the applicant.
10. All facility rentals are subject to staff availability.

### **Cancellations**

1. All CANCELLATIONS MUST BE DONE IN WRITING BY THE PERSON WHO MADE THE RESERVATION.
  - a. All written cancellations notices must be submitted to the appropriate email address listed at the bottom of this page.
2. A cancellation fee of \$50.00 is charged for all cancellations.
3. Refunds of the security deposits, rental fees and security fee are based on the following time frame:
  - a. 100% of the deposit, rental fee and security fee will be returned if notification is given 60 days prior to the requested date of use.
  - b. 50% of the deposit, rental fee and security fee will be returned if notification is given from 59 days up to 31 days prior to the requested date of use.
  - c. Renters who cancel their original requested date of use 30 days or less before the event, or who fail to give written notice of cancellation, will forfeit the entire security deposit, all rental fees and security fees.
  - d. Renters who are required to obtain a food permit, liability insurance, and/or a license from the California Department of Alcoholic Beverage Control and are unable to satisfy any of those requirements, may still rent the facility, but will not be allowed to serve food to the public and/or sell/serve alcohol.

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**Transfers**

1. All requests to transfer the date of use must be made in writing at least 7 days prior to the original requested date of use.
2. Fees for transfers are based on the following time frame:
  - a. One transfer date can be requested up to 61 days before the original requested date of use, free of charge.
  - b. A date transfer requested 31-60 days prior to the original requested date of use will be charged a Transfer Fee of \$50. Payment must be made by cashier's check, money order or cash.
  - c. A date transfer requested 15-30 days prior to the original requested date of use will be charged a Transfer Fee of \$75. Payment must be made by cashier's check, money order or cash.
  - d. No transfers will be accepted 14 days prior to the original requested date of use.

