



Parks and Recreation Office  
(925) 516-5444  
35 Oak Street, Brentwood, CA 94513  
brentwoodca.gov

Permit Number \_\_\_\_\_

## Facility Rental Application

Applicant Information			
First Name	Last Name	Date of Birth	Gender: <input type="checkbox"/> M <input type="checkbox"/> F
Address	City	State	Zip Code
Primary Phone Number	Secondary Phone Number	Email Address	
Emergency Contact Name	Emergency Contact Relation	Emergency Contact Phone Number	
Organization Information (if applicable)			
Organization Name	Organization Phone Number	Organization Website	
Organization Address	City	State	Zip Code
Organization Email Address	Non-Profit? <input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> 501(c)(3) Documentation Provided	
Facility Requested (check all that apply)			
<b>Community Center</b> <input type="checkbox"/> Community Room A/B (330) <input type="checkbox"/> Conference Room B (25) <input type="checkbox"/> Community Room A (120) <input type="checkbox"/> Multipurpose Room A/B (160) <input type="checkbox"/> Community Room B (150) <input type="checkbox"/> Multipurpose Room A (60) <input type="checkbox"/> Conference Room A/B (80) <input type="checkbox"/> Multipurpose Room B (70) <input type="checkbox"/> Conference Room A (25) <input type="checkbox"/> Kitchen (10)		<b>Senior Center</b> <input type="checkbox"/> Main Hall (208) <input type="checkbox"/> Meeting Room (80) <input type="checkbox"/> Classroom (50) <input type="checkbox"/> Combo Room (130)	<b>Library</b> <input type="checkbox"/> Community Room* (60) *Only available: Wed: 10am-8pm Fri./Sat.: 10am-6pm
<b>Date(s) Requested</b> Day of the week: <input type="checkbox"/> Sun <input type="checkbox"/> Mon <input type="checkbox"/> Tue <input type="checkbox"/> Wed <input type="checkbox"/> Thu <input type="checkbox"/> Fri <input type="checkbox"/> Sat <input type="checkbox"/> Sun      Month/Day/Year: _____			
Rental Start Time: (enter facility)	Function Start Time: (guests arrive)	Function End Time: (guests leave)	Rental End Time: (exit facility)
Note: No access to facility or storage of items before or after rental times.			
Type of Event:	Attendance:	Event Details:	
<input type="checkbox"/> Adult Birthday <input type="checkbox"/> Performance <input type="checkbox"/> Anniversary <input type="checkbox"/> School Dance <input type="checkbox"/> Banquet <input type="checkbox"/> Shower <input type="checkbox"/> Celebration of Life <input type="checkbox"/> Wedding <input type="checkbox"/> Fundraiser <input type="checkbox"/> Youth Birthday <input type="checkbox"/> Meeting <input type="checkbox"/> Other: _____	Total attendees: _____ (includes caterers, band, DJ, etc.) Attendees under 21: _____ (included in total attendees)	Will food be: <input type="checkbox"/> Served <input type="checkbox"/> Sold If the event is open to the public and food or beverage is being sold or given away, a CCC Environmental Health Temporary Food Permit is required. Will alcohol be: <input type="checkbox"/> Served <input type="checkbox"/> Sold If sold, and ABC Permit is required. Will an admission fee be charged? <input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>Liability, Medical Consent, and other Terms of Facility Use</b> Indemnification. The User hereby voluntarily agrees to indemnify, defend, and hold harmless the City of Brentwood (City) it's officials, officers, employees, agents, and volunteers from any liability for property damage, injuries, or death resulting from or in any way connected with use of City facilities. The Authorized Representatives and User do forever release and hold harmless the City from all claims or rights of action for damage which User may incur as a consequence of the use of the Facility. This waiver and release is applicable except to the extent caused by the City's sole negligence or willful misconduct. Medical Consent. In emergency situations, User hereby agrees to allow the City staff to consent to any medical treatment that medical personnel deem necessary for any attendees of User's facility rental or event. It is understood that no health or accident insurance is provided by the City. It is further understood that this Contract is binding on my heirs and assigns. Equipment. I agree to return equipment issued to me in as good condition as when received, except for normal wear and tear. Photo/Video Release. Authorized Representatives and Participant hereby agree that pictures or videos taken during the Facility rental may be used for future promotional purposes. Acceptance. My signature below constitutes acceptance of the conditions set forth above. Signature: _____ Printed Name: _____ Date: _____			

## 1. Reservation of the Facility

Initial: \_\_\_\_\_

- a. Facility rental applications are accepted no more than 18 months in advance for Brentwood residents, and 12 months in advance for non-residents. Reservations for use of the facilities may be made by contacting the Parks & Recreation Department to schedule a contract appointment. At the contract appointment, a completed application must be submitted, along with a payment of rental deposit and non-refundable application fee.
- b. All rentals require a minimum of 2 hours, and must include any time for setup and cleanup. Refunds will not be given for any unused rental time.
- c. The City accepts the following forms of payment: check/money order; MasterCard, Visa, Discover, and cash. Payments for non-profit organizations or public agencies must be drawn on the organization or agency account.
- d. Reservations must be made at least 30 days prior to the event. Special requests of less than 30 days are considered on a case-by-case basis and an Application Rush Fee will be included.
- e. Renters must be a minimum of 18 years of age. If alcohol is being served, renter must be a minimum of 21 years of age. A photo I.D with the applicant's address and date of birth must be provided at the time of the reservation.
- f. Upon completion of the contract meeting and approval of application, the renter will sign the Facility Permit and be provided a Facility Renter Checklist outlining due dates for fees, various paperwork submittals, and facility walk through and floorplan meeting.
- g. The City reserves the right to book additional events/rentals before and after your event, and in other areas of the facility.
- h. All remaining fees are due 30 days prior to the event. For rentals less than 30 days, all fees are due upon booking of facility. Payment by check will not be accepted less than 30 days prior to the event and payment by credit card will not be accepted less than 14 days prior to the event.
- i. Once the rental permit has been issued, the renter has one opportunity to make any changes or modifications at no additional cost to the rental permit up to 60 days prior to the event date. Changes or modifications made after that one courtesy modification/change to the rental permit will assess an additional fee per request. City reserves the right to assess an additional fee per request, for any reservation changes made less than 60 days prior to the event.
- j. Any changes to the original submitted application must be in writing.
- k. A damage deposit is required for all facility rentals; \$250 for events without alcohol and \$500 for events serving alcohol. The renter will be billed for any additional expenses not covered by the damage deposit. The determination and assessment of additional charges shall be at the sole discretion of the City. The deposit will be returned within 30 days after facility use as long as there is no damage to the facility or any additional expenses incurred.

## 2. Cancellations

Initial: \_\_\_\_\_

- a. The City reserves the right to cancel, reschedule, suspend, and/or refuse to grant the use of its facilities to any person or group if such use violates the Brentwood Municipal Code/City Rules and Regulations or in case of emergency.
- b. 100% of rental fees are refunded if cancellations are made 6 months or more prior to your rental date, with the exception of the application fee and the cancellation processing fee.
- c. Cancellations less than 6 months, but more than 4 months prior to your rental date, 15% of your total deposit will be retained in addition to the application fee and the cancellation processing fee.

- d. Cancellations less than 4 months, but more than 1 month prior to your rental date, 25% of your total deposit will be retained in addition to the application fee and the cancellation processing fee.
- e. Cancellations less than 30 days prior to your rental, 40% of the entire rental fee is retained in the addition to the application fee and the cancellation processing fee.
- f. If applicant wishes to cancel their event, a written cancellation letter must be submitted.

### 3. Use of the Facility

Initial: \_\_\_\_\_

- a. The facility may be used by residents, non-residents, non-profit organizations and commercial groups, defined as follows:
  - i. Resident: an individual whose primary residence is within the City limits of Brentwood
  - ii. Non-Resident: an individual whose primary residence is outside the City limits of Brentwood
  - iii. Non-Profit: When use of the facility is by a non-profit organization as determined by the Internal Revenue Service and/or State of California with at least 75% of its membership made up of Brentwood residents, and the purpose of the use is to raise funds for community, charitable, or education projects within Brentwood or that benefits Brentwood residents. A copy of the letter granting the organization non-profit status from the Secretary of State's office is required to receive the non-profit rate.
  - iv. Commercial: when use of the facility is for profit or sale with proceeds to benefit an individual or organization.
- b. A minimum of one half hour is required for set-up and takedown of all rentals, although larger events may require more time depending on the size and scope of the event.
- c. After the facility has been used, it must be left in a clean and orderly condition. All equipment moved or borrowed must be returned to its original position and location.
- d. At all times the facility is being used, City staff shall be on duty to ensure the enforcement of these Rules & Regulations. The City reserves the right to close down or cancel any event that is in violation of any city ordinance. The City also reserves the right to close down or cancel the event if public safety, damage to the facility, behavior of the event guests, or affected department supervisors deem the event unsafe for public participation.
- e. The Renter signing the permit is responsible for any loss or damage to the property. The Renter must pay the City an amount equal to the cost of repair and/or replace the lost or damaged item.
- f. The Renter is responsible for the control and supervision of all guests, caterers, musicians, and other contracted service providers, and ensure that all adhere to the City's policies and procedures.
- g. Minors (any person under the age of 18) must be actively supervised at all times.
- h. City staff cannot 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.
- i. City staff will setup and take down tables and chairs, rented City equipment, and control lighting, audio/visual equipment, and heating and air conditioning.
- j. Equipment brought on site requires prior approval from the City ( photo booths, backdrops, BBQs, audio visual equipment, ice sculptures, food truck, etc.) and must be removed immediately after the event. City staff will not store equipment and is not responsible for anything left in the facility. City staff reserves the right to remove any such equipment at the cost of the Renter. Additional charges may be assessed to the Renter for use of the facility beyond the specified rental contracted time. The determination of assessment will be at the sole discretion of the City and will be taken from the Renter's deposit.
- k. The facility maximum capacities are strictly enforced. The maximum capacity for an event includes all adults and children,

including caterers, DJ's, bands, party planners, etc. Violation of the capacity limits will result in immediate termination of the event and forfeiture of some or all of the facility deposit.

- l. No rice, birdseed, confetti, glitter, rose petals, or sand may be thrown inside or outside of the facility.
- m. Smoking of any kind is prohibited in any City facility or within 20 feet of entrance or exit per State of California law (State Code 7596-7598).
- m. All City furniture must stay inside the facility. Any furniture brought in by the Renter (chairs, sofas, tables, light bars, etc.) must have padded or protected feet.
- n. Use of nails, tacks, scotch tape, staples, etc., is strictly prohibited. Only painters tape may be used to attach items to walls. Gaffer tape may be used on the floor.
- o. At no time shall exits or exit signs be covered or obstructed.
- p. The City will not supply ladders, extension cords, scissors, tape or paper for use. Renter must provide supplies, if necessary.
- q. Electrical outlets are limited to 20 amps.
- r. Mylar/foil balloons with helium are prohibited, however air-filled Mylar/foil balloons are permitted.
- s. All decorations must be fire proofed or made of fire retardant materials. Candles are permitted only in holders in which the flame is not exposed (except on cakes). Open flames such as gas burners, candles and butter warmers (with the exception of Sterno-type cups) are not allowed inside the facility.
- t. Fog machines, smoke machines, and hazers are not permitted.
- u. Barbecues, grills, and griddles are permitted only with advance approval and in designated areas.
- v. All decorations must be removed before the premise is vacated.
- w. Parking is available on nearby streets and City parking lots/structure, but is not guaranteed.
- x. Equipment and decorations not listed above requires written approval from City staff.

#### 4. Alcohol

Initial: \_\_\_\_\_

- a. If alcohol is going to be served or sold, it must be indicated on the rental application and permit.
- b. Alcoholic beverages, if allowed, are the responsibility and liability of the Renter and/or organization renting the facility.
- c. Presence and/or the consumption of any and all alcoholic beverages shall be prohibited except by permit, and only consumed during the event time indicated on the permit.
- d. Alcoholic beverages must be served from a controlled bar by a person over 21 years old and must be served with food. The serving alcohol must end 30 minutes before the conclusion of the event.
- e. To sell alcoholic beverages at your event, a valid alcohol permit from the California Department of Alcoholic Beverage Control (A.B.C.), must be obtained. Events involving the exchange of monetary consideration (example: purchase of meal or meal ticket with any form of alcohol being served as part of the meal) also require a California Department of Alcoholic Beverage Control (A.B.C.) permit. A.B.C. will issue one-day permits to 501(c)3 non-profit groups who wish to sell admission tickets, beer, wine or distilled spirits at a fundraising event. A.B.C. applications are available at the Parks and Recreation office and it is the renter's responsibility to complete and submit the application to A.B.C. (located at Elihn M. Harris State Office Bldg. 1515 Clay Street, Suite 2208, Oakland, CA 94612, (510) 622-4970).
- f. Alcohol permit must be on file in the Parks and Recreation Office 14 days prior to your event. Alcohol permit must be prominently displayed during your event. City staff is required to check your license prior to allowing the sale or distribution of alcohol at the event.

- g. Violation of any of these requirements will result in immediate termination of Renter's event and will result in forfeiture of the damage deposit.

#### 5. Security Guards

Initial: \_\_\_\_\_

- a. Security guards may be required to be on duty during the event. The Brentwood Police Department will determine if security guards are necessary and the number of guards required at the event. The renter is responsible to pay for these services. Security guards must be present at the times stated on the Brentwood Police Department's Conditions of Approval letter.
- b. Security guard companies must be registered and approved by the Brentwood Police Department and must have a valid City of Brentwood business license. City will provide you a list of approved companies and the renter can select and reserve a company from the list.
- c. The Renter has direction over security guard duties.

#### 6. Insurance

Initial: \_\_\_\_\_

- a. Renters are responsible for providing insurance. The Renter is accountable financially for any and all accidents or injuries to persons or property resulting from their use of City facilities.
- b. Renters may use their own insurance provided that the policy meets minimum standards (City staff will provide information if choosing this option).
- c. If you are unable to provide this certificate through your homeowners' insurance, you may purchase special event insurance through the City.

## Cleanup Agreement

The Renter agrees to walk the facility, including restrooms, kitchen and rooms reserved with facility staff prior to and after the event to review any current or new damage to the facility that may have occurred during the rental.

The Renter agrees to perform the following:

- a. Pick-up and discard/remove all decorations (e.g. table coverings, wall décor, centerpieces, balloons, etc.)
- b. Pick up all trash, both inside and outside, and place in lined trashcans provided.
- c. Ensure caterers clean kitchen area (i.e. stoves, counters, sinks, remove all items from the refrigerator, etc.)
- d. Report all spills to facility staff immediately for cleanup and allow staff access to area.
- e. Remove all equipment brought in for the event by the rental end time (i.e. by the DJ, decorator, caterer, etc.)
- f. Leave walls, floors, and restrooms undamaged.

By signing below, I agree that at the conclusion of my event I will leave the facility in the same condition as when the event began. I further understand that non-compliance to this Agreement will result in the forfeiture of some, if not all, of my deposit, as well as I may be invoiced for any additional cost to provide for the clean up of my event.

Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

## Facility Rental Checklist

Initial each item:

\_\_\_\_\_ I have had the opportunity to read the Rules & Regulations and received a copy.

\_\_\_\_\_ I will be in attendance throughout the event and I am responsible for the conduct and control of the group.  
Children under the age of 18 must be supervised at all times

\_\_\_\_\_ I have reviewed the rules about decorations.

\_\_\_\_\_ Facility Walk-Through: I agree to walk through the rented area(s) with City staff before and after the event  
(no one will be allowed in the facility before the walk-through.)

\_\_\_\_\_ The maximum number of people (including guests, DJ/band, caterers, etc.) allowed at my event is \_\_\_\_\_.  
It is my responsibility to control the number of people admitted and not allow more than capacity.

\_\_\_\_\_ Insurance criteria reviewed.   ☐ Purchase from City   ☐ Provide own insurance and endorsement

\_\_\_\_\_ Security services criteria reviewed.

\_\_\_\_\_ All contract modifications must be in writing. Additional fees may apply.

\_\_\_\_\_ Fees must be paid 30 days prior to my rental date or I risk cancellation of my event. (No checks will be accepted for payments made less than 30 days before the rental date. Only cash will be accepted for payments made less than 14 days before the rental date.)

\_\_\_\_\_ Proof of security guards services, alcohol permit, and/or health permit must be submitted 14 days prior to the rental date (if applicable).

\_\_\_\_\_ All paperwork, fees, and insurance are due on \_\_\_\_\_.

Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

## Instructions for Completing Certificate of Insurance for Facility Rentals

Please send this list to your insurance company or broker

### **Items below MUST be included on your Certificate of Insurance:**

- ☐ General Liability Insurance Coverage \$1,000,000 CSL
- ☐ The name of the insured must match the name and address of the applicant on the Facility Rental Application.
- ☐ Event/Facility Rental Date
- ☐ Full name of company(s) affording coverage on the Certificate of Insurance.
- ☐ Authorized Representative's original signature

### **Separate endorsement form for General Liability must contain the following:**

- ☐ The City of Brentwood, its officers, agents, volunteers and employees must be named as an additional insured with respect to liability arising out of activities performed by or on behalf of the Named Insured.
- ☐ Coverage under this policy shall be primary insurance as respects the City of Brentwood, its officers, agents, volunteers and employees.
- ☐ All rights of subrogation are waived as respects all additional insureds hereunder.

Please mail the Certificate of Insurance, with endorsements to:  
City of Brentwood, Parks and Recreation Department, 150 City Park Way, Brentwood, CA 94513

### **Additional Insured Endorsement MUST read:**

City of Brentwood, its officers, agents, volunteers and employees  
150 City Park Way  
Brentwood, CA 94513