

**THANK YOU FOR CHOOSING THE EAST BAY REGIONAL PARK DISTRICT'S FACILITIES FOR YOUR EVENT. PLEASE REVIEW THE TIMELINE AND THE FACILITY RULES AND USE AGREEMENT BELOW.**

**Immediately** - Please read the Rules and Use Agreement below. Sign, date and return a copy to the Reservations Department within 7 days of initial booking.

**6 months before your event** – Balance is due and payable to the Reservations Department. Visa/Mastercard are accepted or checks addressed to EBRPD.

**2 months before your event** – Insurance information is due. Return the Reservations Department (See additional information in the Insurance section below).

**Insert Link: Insurance**

**2 weeks before your event** – Call the Rental Facilities Office to schedule a rehearsal and/or a building orientation for non-catered events.

**FOR EVENTS BOOKED UNDER 60 DAYS**, a signed copy of the contract is due within 24 hours. The catering information form and insurance are due within 5 days of booking.

**Reservations Department**

P.O. Box 5381  
Oakland, CA 94605-0381  
1-888-327-2757, option 2  
Fax: 510-635-5502  
Email: [reservations@ebparks.org](mailto:reservations@ebparks.org)

**Rental Facilities Office**

Located at the Brazilian Room, Tilden Regional Park  
Berkeley, CA 94708  
510-544-3164  
Email: [brazil@ebparks.org](mailto:brazil@ebparks.org)

**Indoor Facility Rules & Use Agreement**

**SECTION I: CANCELLATION, DATE, TIME OR LOCATION CHANGE, AND DEPOSIT**

**CANCELLATION:** All cancellation requests must be made in writing to the Reservations Department. This request may be mailed, faxed or emailed. NOTE: Rebooking of the facility would provide no additional refund. If the client cancels the event, a refund will be made as follows:

Prior to making the full payment,

- Brazil Room: 7 hour block \$100 of the initial payment is refundable; Buyout \$200 of the initial payment is refundable

- Temescal Beach House, Fern Cottage, and Shoreline Center: \$50 of the initial payment is refundable.

Once balance is paid in full, cancellation is as follows:

- More than 180 days before event: 90% of site fees are refundable + 100% of the cleaning & damage deposit

- 179-120 days before event: 60% of site fees are refundable + 100% of the cleaning & damage deposit

- 119-60 days before event: 30% of site fees are refundable + 100% of the cleaning & damage deposit

- Less than 59 days: No refund of the site fees + 100% of the cleaning & damage deposit

The District reserves the absolute right, at any time prior to or during your use of the facility, to cancel your reservation and to terminate this agreement in the event of emergency, casualty, physical damage to the building,

or other occurrence which, in the sole discretion of the District renders the rental facility unsuitable or unsafe for use by you, or which requires use of the facility for emergency purposes. Such occurrences include, without limitation, any of the following:

- Fire, flood, earthquake, weather damage, or other casualty or act of God causing physical damage to the facility.
- Fire, flood, earthquake, weather damage, or other casualty or act of God creating an emergency situation on property other than the facility, necessitating the use of the premises for coordination of emergency relief efforts or for housing or storage.
- Power failure, restrictive governmental laws or regulations, riots, insurrections, wars, or other causes beyond reasonable control which render the facility unfit for your intended use.
- The making of improvements, alterations, or repairs required by law or otherwise necessary to put or maintain the building and facilities in a safe and fully functional condition, including unexpected delays in the completion of such repairs, improvements, or alterations.

In the event that your reservation and this agreement are terminated pursuant to this provision, the District shall not be responsible or liable for any direct, indirect, incidental, or consequential damages resulting from such termination. Fees paid to District for events cancelled by District will be refunded to client.

**DATE CHANGE, TIME CHANGE OR LOCATION TRANSFERS:** One date or location transfer is allowed at no cost if done at least 180 days in advance. Changes under 180 days are subject to additional approval and may be subject to additional fees. A time change can also be made if the new timeframe requested is available. A written request for any of these changes must be received by the Reservations Department before the change is made. This letter may be either mailed, faxed or emailed to the Reservations Department. **NO CHANGES OR TRANSFERS ALLOWED UNDER 30 DAYS.** Additional charges may apply if new date is on a different day of the week, different hours, or at a different facility. If the reservation date must be changed more than once, a cancellation must be made, and rules of cancellation will apply.

**DEPOSIT:** A refundable cleaning and damage deposit is required for each event. For your protection, a pre-event inspection of the premises should be made. Notify the Rental Facilities Supervisor of any discrepancies that might later affect your refund. The deposit is refunded via the original form of payment 10-14 business days after your event. Check refunds can take up to 4 weeks.

The following terms are required for a full refund:

- Adherence to all East Bay Regional Park District Ordinance 38 and facility rules listed in this contract and online at <http://www.ebparcs.org/activities/ord38>

- Adherence to and completion of the Non-Catered Checklist for Non-Catered events.

- Leave the building and grounds looking as it did when you arrived, with the exception of fine cleaning.

**FAILURE TO FOLLOW ANY OR ALL OF THE RULES LISTED MAY RESULT IN LOSS OF PART OR ALL OF YOUR CLEANING AND DAMAGE DEPOSIT.** If there is physical damage to the building, grounds, or its furnishings and equipment, your deposit will be retained until the cost of the repair and/or replacement can be determined and deducted from your deposit. Late load fee will be charged if building is not ready to be closed at contracted time and/or items are left behind for later pickup; charges are per hour as follows: Brazilian Room (\$500), Temescal Beach House (\$300), Fern Cottage (\$150), and Shoreline Center (\$150). If the cost of repair and/or replacement exceeds the deposit, such additional sum shall be immediately due and payable.

-If Public Safety is called to the building for any reason, you will be charged \$110/hour/Officer (minimum 1 hour/Officer charge; fee subject to change without notice)

## **SECTION II: CATERING**

**Fully Catered Events:** Only Approved Caterers are allowed. The Caterer **MUST** be contracted to open the building at the start time, setup, cleanup, and lock the building at the end time. There is **NO** access without the Caterer.

**Non-Catered or "Potluck" Events:** Additional fee applies and building orientation is required. Client is responsible for all setup/cleanup. Client can bring food to the facility either prepared or to be prepared by unpaid volunteers. You may not hire a caterer nor have any hired staff. You must arrive/depart at contracted times. Failure to arrive within 15 minutes of your contracted start time may result in delays in entering the building. Notify the staff in advance if you anticipate a late arrival or early exit. There will be no refunds for time lost for

late arrivals/early exits. The Non-Catered option is NOT available on major holidays. The Non-Catered option is also NOT available at the Brazil Room Friday through Sunday. All non-catered events at the Temescal Beach House, Shoreline Building, and Fern Cottage must end by 7 pm.

**Food Drop Off** is only permitted by an approved caterer and event is considered non-catered. All non-catered rules/fees apply.

**Requests to change from a Catered event to a Non-Catered event 30 days or less from event date requires additional approval and is not guaranteed.**

**Facility Buyout (Brazilian Room Only):** The Brazilian Room offers two time slots per weekend day and holidays (9am-4pm or 5pm-12am). Should the timeline of an event dictate that it does not fall within one of the standard time slots, the Facility Buyout option may be selected. This option allows for a flexible start and end time between 9am and 12am, not to exceed 12 hours total. This is not considered a 12-hour event. Specific timing for the event will be determined between the client and the caterer based on the specifics of the event. Rental Facility staff will not be onsite to open/close the building or assist in set-up/clean-up. All details to be executed by the selected caterer.

If the Facility Buyout Option is selected for a non-catered event, the same rules apply other than opening, closing, setting up and cleaning up. For a non-catered event, Rental Facility Staff will open and close the building at your pre-determined start and end times, not to exceed 12 hours. The client agrees to arrive at the pre-determined time and to remain on-site until the pre-determined end time, when facility staff returns to close the building. Set-up, clean up and event execution in its entirety will be the responsibility of the client as noted in the general non-catered event guidelines.

### **SECTION III: RULES AND REGULATIONS**

**ADDRESS CHANGES:** Proof of residence may be requested at any time. A current utility bill (electric, water, garbage) or rental agreement will serve as acceptable proof of address and must state date, contract holders name, and address. You are required to notify the Reservations Department of any address changes prior to your event. Rental fees will be adjusted accordingly.

**AUDIO/VISUAL EQUIPMENT:** Any audio/visual equipment provided by the facility should be tested with your laptop/equipment prior to your event to ensure everything works properly. You may do this at any of the scheduled open houses or by arranging an alternate time/date with the Rental Facilities staff.

**ALCOHOLIC BEVERAGES:** Beer, wine, and champagne are permitted. No other alcoholic beverages may be served or allowed on the premises. There is an alcohol prohibition for all high school, sorority, and fraternity groups. No alcohol is permitted in the parking area. All laws regarding use of alcoholic beverages apply.

**BARBECUING:** Barbecuing must be approved by the Rental Facilities Supervisor and is allowed only in designated areas. There is no barbecuing allowed on the patio, lawn, decks, or walkway. No barbecuing will be allowed during Extreme Fire Hazard Alert as posted by the District.

**CANDLES:** To use candles within our facilities, you must abide by the following:

- The candle holder must be a one-piece glass container, four inches or greater in height
- The top of the flame must be at least 1" (one inch) below the top of the glass container
- Candles must be placed on tables with cloth covers
- Candles are not permitted outside or in restrooms
- Taper candles are not permitted
- A ceremonial or unity candle must be on a table that sits on a mat to protect the floor or the deck/patio and must be put out after the ceremony

**CONFETTI, RICE, ETC:** No confetti, rice, flower petals, birdseed, streamers, glitter, poppers, all types of fireworks (including sparklers) etc. may be used in or around the facility or park. Although balloons are allowed in the building, they are not permitted to be released outdoors within the Park environment.

**DECORATIONS AND SIGNS:** Nothing may be nailed, tacked, taped, hung, or affixed in any way to the facility, inside or outside. There are designated spots for attaching items to the walls. Directional or informational signs within the East Bay Regional Park District are not allowed.

**DISPOSABLE PRODUCTS:** No Styrofoam or any foam products allowed. Plastic products that are not recyclable are strongly discouraged.

**DOGS:** Dogs are not allowed in the building. The only exceptions are Guide Dogs for the Blind and Assistance Dogs for the Disabled.

**DRONES:** Drones are not permitted in any East Bay Regional Park per Ordinance 38, section 409.3.

**GENERATORS:** No generators are allowed at any time.

**INSURANCE:** The District requires the User (named on Contract) to maintain a comprehensive general liability policy in an amount equal to or greater than \$1,000,000 naming the East Bay Regional Park District as Additional Insured for the day of your event. There are two ways in which this can be fulfilled: You may go through your insurance agent to modify your homeowners/business insurance policy to meet these requirements or purchase a one-day special event general liability policy from the East Bay Regional Park District.

**MUSIC OR SOUND AMPLIFYING EQUIPMENT:**

- Music is only allowed outside for the first 90 minutes of your event.
- There is an outdoor outlet available at the Brazilian Room patio and Temescal Beach House patio.
- Speakers should be pointed towards the building, or to the side, and not towards picnic areas or homes
- Amplification of vocals for the vows, vocalist singing, electric keyboard, and quiet instruments is allowed but, per Ordinance 38, cannot be heard from more than 50 ft. away
- Music must end at least one hour before the close of event
- Musicians and DJ's need to provide their own extension cords. Extension cords must be laid out so that they are not a tripping hazard. Cords may not cross the doorway or a walkway. Tape cannot be used to secure the cords. Please use a mat to cover the cord if needed.
- Musicians and DJ's for the reception must be inside only.

**OCCUPANCY:** The number of attendees (the vendor count applies to the occupancy count) at the event shall not exceed site capacity. Client shall not permit the maximum occupancy of the premises to be exceeded at any time during the event. Clients, guests, agents, and employees shall be restricted to the premises and shall not use or set up other portions of the facility.

**PARKING:** All parking lots are public. Parking fees, charged seasonally at Fern Cottage (Kennedy Grove) and the Temescal Beach House (Lake Temescal), are payable by attendees. Illegal parking is subject to citation. No one may drive any motorized vehicle in a restricted area.

**PATIO, LAWN, DECK, ETC:** All seating must be limited to patio or deck. No furniture is allowed on the lawn, and no stakes or anything similar may be driven into the lawn. No food may be prepared, cooked, or served on patio, walkway, or deck, at the Brazilian Room, Shoreline Center or Fern Cottage. Outdoor prep is allowed at the Temescal Beach House. No tarps, tents, or coverings of any type are allowed unless approved by Facilities Supervisor.

**PAYMENTS:** Visa, Mastercard, or checks are accepted. Checks will not be accepted less than 15 days from your event. A \$25 fee will be charged for a returned check.

**REHEARSAL:** Rehearsals are limited to one half hour, at no extra charge, and are arranged by contacting Rental Facilities staff at 510-544-3164 or [brazil@ebparks.org](mailto:brazil@ebparks.org) 2 weeks prior to your event. Rehearsals will take place outside the Facility or indoors during a regularly scheduled open house.

**SECURITY:** Groups with the majority the of guests from 12 to 21 years of age must have an East Bay Regional Park District public safety officer present at all times. There must be at least one officer present for each 50 guests between 12-21 years of age. All sorority and fraternity groups are required to have an officer. EBRPD officers must be scheduled for a minimum of four hours. The Facilities Supervisor will coordinate with Public Safety. Additional fees apply for EBRPD Public Safety.

**SETUP AND BREAKDOWN:** The Rental Facilities staff is not responsible for setting up and/or taking down the tables and chairs. This is the responsibility of the client and/or the client's caterer/planner and must be completed within the contracted timeframe. All deliveries and pick-ups must be scheduled within the contracted timeframe. The client will be held responsible for items not picked up within the contracted timeframe and will be charged the late load out fees. Items cannot be left behind for late pickup or dropped off prior to your scheduled start time.

**SMOKING:** There is no smoking allowed. Per Ordinance 38, section 404.3, smoking is prohibited in the East Bay Regional Park District except at overnight campsites. "Smoking" means inhaling, exhaling, burning or carrying any lighted pipe, cigar, cigarette, weed, plant or other combustible organic or chemical substance, the smoke from which is specifically designed or intended to be inhaled or drawn into the nose or mouth. In addition, smoking as defined per this Ordinance includes the use of any vapor device, of any product name or descriptor, which releases gases, particles or vapors into the air as a result of combustion, electrical ignition or vaporization intended to be drawn into the nose or mouth (excluding any United States Food and Drug Administration approved nebulized medication).

**SOLICITATION AND SALES:** No public selling, soliciting, peddling, or renting any goods, wares, merchandise, or edibles, or collecting any money in District Facilities per Ordinance 38, 700.3. 700.3 In Group Sales. Notwithstanding Section 700.1, groups who are using District property may sell, or raise funds for non-profit, charitable or political purposes in conjunction with a paid for permit reservation or District approved special event permit or a permit to use a reservable building with the restriction that all selling or soliciting be limited to members of their party. In no event may selling or soliciting be extended to the members of the general public using District parklands.

**VENDORS:** Be sure your vendors understand the facility rules that are pertinent to your event. Failure to comply to the rules may result in additional charges that you, the client, will be held responsible for.

**WI-FI:** Wi-fi is available. Wireless network: EBPARKSGUEST, Login: Parkguest Password: 12345

**TERMS:** This Agreement is only valid between the Facility and the original contracted client. No organization or person may reserve space on behalf of another organization or person. Organizations or persons may not sell, sublease, or transfer reservations to another individual or organization. The organization/person reserving the space must be the primary organizer and user of the space for the event. Subletting is not permitted and it invalidates any Use Agreement.

**LIABILITY.** I agree to abide by all laws and the rules governing the use of the Rental Facility set forth above and in Ordinance 38.

**INDEMNIFICATION.** The above mentioned (hereinafter called the "Permittee") agrees to defend, indemnify, protect and hold the District harmless from all liabilities, claims, expenses (including attorneys' fees), demands, suits or costs of whatever nature for injuries to, or death of any person or persons, or damage, theft, loss or destruction of property (including District property) arising out of or in any way connected with the activities

conducted by Permittee except such injury or damage caused exclusively by the sole negligence or willful misconduct of District. District shall have no responsibility to safeguard the equipment and property of Permittee or any of its invitees. For events held on Contra Costa County Trails property, Permittee agrees to save, indemnify and hold harmless the County of Contra Costa, its officers, employees and agents from all liabilities imposed by law by reason of injury to or death of any person(s) or damage to property, including without limitation liability for trespass, nuisance or inverse condemnation, which may arise out of the work, events or activities covered by this permit and does agree to defend the County, its officers, employees and agents against any claim or action asserting such a liability.

Furthermore, I am informed and aware of the specific risk and danger of physical injury to persons and/or property which may arise if alcoholic beverages are served and consumed at my function, and without limiting the generality of the preceding paragraph, I hereby agree to indemnify, defend, protect, and hold harmless the District and its directors, officers, agents, representatives, and employees from or out of service and/or consumption of alcoholic beverages at or about the named rental facility by me, my guests, caterers, and any other person on the rental facility premises at the request of or with my consent.

**ATTORNEYS FEES.** If legal action shall be brought by either of the parties in connection with this Agreement, the party prevailing in said action shall be entitled to recover from the other party its costs of suit and reasonable attorney's fees which shall be fixed by the court.

**RIGHT OF TERMINATION FOR BREACH.** In the event, after warning by authorized District personnel, Permittee fails to perform any requirement of this Permit, District shall have the right to terminate this Permit by notice to Permittee, whereupon Permittee shall immediately terminate the event and cause all participants to promptly remove any equipment or other personal property owned by participant.

Accepting this permit shall constitute acceptance and agreement to all conditions and requirements of this permit and the ordinance and specification authoring issuance of such permit

The East Bay Regional Park District hereby grants Permittee permission to use the facilities as outlined, subject to the Terms and Conditions of this Agreement contained herein and attached hereto all of which form part of this Agreement. The undersigned has read and on behalf of the Permittee agrees to be bound by this Contract and the Terms and Conditions contained herein and attached hereto, and hereby warrants and represents that he/she executes this Contract on behalf of the Permittee and has sufficient power, authority and capacity to bind the Permittee with his/her signature. The failure to comply with any of the above conditions of this contract may result in the loss of your security deposit, fines and/or restrictions on future reservations with the East Bay Regional Park District.

\_\_\_\_\_  
Contract Number

\_\_\_\_\_  
Signature of Permittee (named on Contract)

\_\_\_\_\_  
Date