



Japanese Gardens Wedding Site

North Third Street and Crescent Street, Hayward CA 94541

PURPOSE

This Directive is to establish the Hayward Area Recreation and Park District's Policy for the rental of the Japanese Garden. The Japanese Gardens are open to the public daily, 8:30 a.m. – 4:00 p.m.

POLICY

The Japanese Gardens shall be available for rental for ceremonies 4:30 p.m.-7:30 p.m., April through August. The use of the Garden shall not be granted when, as determined by the District representative, such use of the facility is not in the best interest of the District.

REQUEST FOR RENTAL OF A HARD FACILITY

Request for Rental forms are available at [Rental Request Form](#) and can be submitted to reservations@haywardrec.org or in person at: Hayward Area Recreation & Park District Administrative Office, 1099 "E" Street, Hayward, from 8:30 a.m. 5:00 p.m., Monday - Friday Reservations must be made a minimum of 30 days in advance, up to 11 months in advance..

PAYMENT

A refundable deposit of \$500.00 is required within three (3) business days of a permit being created in the HARD reservation system. Final payment (rental fees) is due no later than thirty (30) days prior to the scheduled function date.

Fees

Refundable Security Deposit \$500.00

Resident Reservation Fee (3-hour minimum) \$600.00 Non-Resident \$750.00

Resident additional hour \$200.00 Non-Resident \$250

Special Event Insurance (required for all rentals) \$500.00

Payments can be made by check, money order, VISA, MasterCard, Discover, American Express or cash. Make checks payable to the Hayward Area Recreation and Park District.

FACILITY RENTAL CANCELLATION, CHANGES AND REFUND POLICY:

- a) Any changes to the rental contract/permit regarding date, location or cancellation are subject to a forfeiture of the \$50 non-refundable deposit and must be made before twenty one (21) calendar days prior to the event. The original permit must be returned to obtain a revised permit.
- b) Refunds are not issued for unused hours.
- c) In the case of rainy, wet or muddy conditions, a refund will be issued if the District is notified in writing within 72 hours after the scheduled date of use or if the District closes facilities due to weather
- d) Any cancellation and/or changes must be submitted in writing by the applicant a minimum of thirty (30) calendar days prior to the permit date.



- e) Cancellation fewer than thirty (30) calendar days before scheduled permit date will include forfeiture of the equivalent to 50% of the rental fees owed and/or collected to date. If fees have already been paid, the forfeiture will come out of the fees. If the fees have not been paid as of the cancellation, the forfeiture will come out of the deposit.
- f) Refundable security and/or cleaning deposits will be refunded based on the following conditions:
Facility must be left in the condition it was found; No damage done to the facility based on rental usage. Garbage and recycling are stowed in the proper containers or removed; equipment and materials removed. Renters abide by the facility rules and regulations and the ordinances governing HARD.
- g) Occasionally, the District may find it necessary to reschedule, relocate or cancel a previously approved permit. In that event, the District will give as much notice as possible. In the event of cancellation, the entire permit fee (including all deposits) will be refunded.

CONDITIONS OF USE

- a. The number of people attending shall not exceed 50 people.
- b. The holder of the permit or person in charge should arrive prior to the arrival of the other members of the group and present the permit to the District employee on duty.
- c. All visitors, including the photographers, must stay on the paths or designated gravel areas.
- d. Food or beverage receptions are not allowed in the Garden.
- e. Decorations are limited to free-standing items that would not interfere with the natural setting of the Garden. There are no chairs available for use with the ceremony.
- f. The use of confetti, rice, birdseed, or similar materials is not permitted in District facilities.
- g. No advertising shall be exhibited and no solicitations or sales made on the grounds.
- h. Due to the serenity of the Garden and the proximity to residences, amplification equipment is prohibited.
- i. The District employee on duty will report any group that does not abide by [District rules and regulations](#) and the group will be held financially responsible for any damage that may be done to the District facility.
- j. Please note that the Japanese Gardens do not have dedicated restrooms. Adjacent Hayward Senior Center restrooms may be available as determined by the District attendant but ARE NOT guaranteed.
- k. There are no electrical outlets accessible to rentals at this location.
- l. Insurance is required for all events. See insurance requirements.



LIABILITY AND INSURANCE AGREEMENT/ REQUIREMENT

A. INDEMNIFICATION

1. The (USER/RENTER) shall indemnify, defend, and hold harmless Hayward Area Recreation & Park District, its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time out of or in any way related to the (USER/RENTER)'s use or occupancy of a facility or property controlled by the Hayward Area Recreation & Park District, unless solely caused by the gross negligence or willful misconduct of Hayward Area Recreation & Park District, its officers, employees, or agents.

B. INSURANCE REQUIREMENTS

1. General liability insurance: The (USER/RENTER) shall procure and maintain, for the duration of the use period contemplated herein, commercial general liability insurance with coverage at least as broad as Insurance Services Office Form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted. If alcohol is sold during the permitted activity, coverage must include full liquor liability

A. Such insurance shall name Hayward Area Recreation & Park District, its officers, employees, agents, and volunteers as additional insureds prior to the use of the facility. The (USER/RENTER) shall file certificates of such insurance with the Hayward Area Recreation & Park District, which shall be endorsed to provide thirty (30) days' notice to the Hayward Area Recreation & Park District of cancellation or any change of coverage or limits. If a copy of the insurance certificate is not on file prior to the event, the Hayward Area Recreation & Park District may deny access to the facility.

b. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the (Hayward Area Recreation & Park District's self-insurance pool.



c. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the (USER/RENTER) maintains higher limits than the minimums shown above, the Hayward Area Recreation & Park District requires and shall be entitled to coverage for the higher limits maintained by the (USER/RENTER). Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Hayward Area Recreation & Park District.

C. INSPECTION AND USE OF PREMISES

Prior to each and every use of the Premises, (USER/RENTER) shall conduct a thorough inspection of the Premises, including all turf areas, to confirm the conditions of the Premises are acceptable to (USER/RENTER) and that the conditions of the Premises are safe for the use intended by (USER/RENTER). (USER/RENTER) shall immediately notify the Hayward Area Recreation & Park District of any condition(s) deemed by (USER/RENTER) to pose a risk of injury to persons using the Premises. (USER/RENTER's) use of the Premises, with or without the inspection required herein, shall be deemed (USER/RENTER's) acceptance of the condition of the Premises and acceptance of full responsibility for any and all claims stemming from a condition existing on the Premises.

D. WAIVER OF SUBROGATION

The Facility User's General Liability and Workers' Compensation policies are to be endorsed to waive all rights of subrogation against the Hayward Area Recreation & Park District.

E. PRIMARY AND NONCONTRIBUTORY

Insurance provided must be primary and noncontributory and include an endorsement.

1. A (USER/RENTER) shall comply with all local, state, and federal laws and regulations related to the use of the facility and public gatherings.
2. The (USER/RENTER) agrees to abide by all applicable local, federal, and state accessibility standards and regulations.



3. The (USER/RENTER) further agrees that it is solely responsible for reviewing and ensuring compliance with all applicable public health rules, regulations, orders, and/or guidance in effect at the time of the use of the facility including, but not limited to, physical distancing, limits on the size of gatherings, use of appropriate sanitation practices, etc.
4. Hayward Area Recreation & Park District reserves the right to immediately revoke (USER/RENTER)'s right to use of the facility under this agreement should (USER/RENTER) fail to comply with any provision of this section.

D. FORCE MAJEURE

1. Force Majeure Events: Notwithstanding anything to the contrary contained in this agreement, the Hayward Area Recreation & Park District shall be excused from its obligations under this agreement to the extent and whenever it shall be prevented from the performance of such obligations by any Force Majeure Event. For purposes of this agreement, a "Force Majeure Event" includes but is not limited to fires, floods, earthquakes, pandemic, epidemic, civil disturbances, acts of terrorism, regulation of any public authority, and other causes beyond their control. The (USER/RENTER) waives any right of recovery against the Hayward Area Recreation & Park District and the (USER/RENTER) shall not charge results of "acts of God" to the Hayward Area Recreation & Park District, its officers, employees, or agents.

A current Certificate of Liability Insurance and Additional Insured Endorsement must be received by the Hayward Area Recreation & Park District at least ten (10) business days prior to the permit date.

*An Additional Insured Endorsement is required because Certificates of Liability Insurance alone do not protect the additional insured. As noted on the certificate: "This certificate is issued as a matter of information only and conflicts no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the policy."

*It is the responsibility of the permittee to provide an updated Certificate of Liability Insurance and Additional Insured Endorsement prior to the policy expiration date to ensure there is no lapse in coverage. Permittees will not be granted access to the facility until a new policy is on-file.

*Certificates of Liability Insurance must include policy number, the name of the insured individual or business, the effective dates of coverage, and the permit location(s). Insurance coverage must include and clearly state the entire facility is covered by the policy.

**The policy number listed on the Additional Insured Endorsement must match the policy number listed on the Certificate of Liability Insurance.

*Certificates of Liability Insurance must be for an Occurrence Policy (not Claims-Made).



*Minimum liability limits are as follows:

- *\$1,000,000 Per Occurrence
- *\$2,000,000 General Aggregate
- *\$1,000,000 Automotive
- *\$1,000,000 Personal & Advertising Injury
- *\$1,000,000 Products Completed-Operations
- *\$1,000,000 Sexual Abuse and Molestation (Youth)

*Umbrella or Excess Liability Insurance is acceptable to fulfill the required liability limits.

*Sports Organizations – If the use includes athletic activities, the Organization shall provide evidence that the CGL includes coverage for injuries to athletic participants and should also provide evidence of Participant Accident Insurance. Minimum commercial liability coverage \$2M per occurrence and \$4M in general aggregate.

*Sexual Abuse or Molestation (SAM) Liability: If the work will include contact with minors, and the CGL policy referenced above is not endorsed to include affirmative coverage for sexual abuse or molestation, Contractor shall obtain and maintain a policy covering Sexual Abuse and Molestation with a limit no less than \$1,000,000 per occurrence or claim.

*The Certificate Holder and Name of Additional Insured sections must read as follows:

Hayward Area Recreation & Park District, Its Directors, Officers, Agents, Volunteers, and Employees
1099 E Street
Hayward, CA 94541

*No blanket endorsements will be accepted.

Cancellation Clause must read as follows: “Should any of the above-described policies be cancelled before the expiration date thereof, the issuing company will mail 10 days’ written notice to the certificate holder named to the left.”

The following language on a certificate of liability insurance is not actable “CERTIFICATE HOLDER IS ADDED AS AN ADDITIONAL INSURED, BUT ONLY FOR LIABILITY CAUSED, IN WHOLE OR IN PART BY THE ACTS OR OMISSIONS OF THE NAMED INSURED.”

Liquor Liability must be covered if serving/selling liquor at any event. Only if permission to do so has been granted by the Hayward Area Recreation and Park District in advance.