



Hayward Area Recreation and Park Facility Rental Rules, Policies and Procedures

The Hayward Area Recreation and Park District (District) grants permission to Applicant to use the park, building, facility and/or open space(s) (Facility) as set forth on the Rental Contract. Use of the Facility shall begin and terminate on the dates/times indicated on the Rental Contract. Start and end times are inclusive of set up, take down and clean up. Applicant's use of the Facility is subject to the terms and conditions contained on the Rental Contract, the District's Regulations Governing Use of Parks, Recreation Areas, and Facilities (Regulations), which are attached hereto, and these Facility Rental Rules, Policies and Procedures (Rules).

1. **Requirements.** The Applicant will provide a request to rent a District facility and provide the District with required information including, but not limited to, Applicant name, address, email, phone, contact information, date (s) requested, times requested, special use requests, facility(s) requested. A Rental Contract will be generated for approval by the District and the Applicant. Rental requests must be made at the designated District office at least 30 calendar days prior to the requested date of use. A request that is incomplete or not in compliance with the requirements set forth herein will not be accepted by the District.

2. **Facility Rental Fees/Deposit.** Applicant shall pay the Facility Rental Deposit (if required) at the time of District's approval of the rental application. District may take up to 14 calendar days to approve a rental application. Applicant shall pay the Facility Rental Fees assessed in the Rental Contract at least 30 days prior to the rental date. Failure to pay the required rental fee and deposit by the due date will result in cancellation of the Rental Contract.

- (a) **Facility Rental Fee Waiver/Reduction.** An applicant may request a waiver or reduction of the Facility Rental Fee by submitting a request prior to the approval of the Rental Contract. A Facility Rental Fee waiver will only be granted by the General Manager upon a demonstration of good cause by the Applicant. A Request for Fee Waiver or Reduction must be submitted. A Facility Rental Fee reduction request must be supported by an IRS determination letter of non-profit status and evidence of location within the District's boundaries.
- (b) **Facility Rental Deposit.** The Facility Rental Deposit will be returned within thirty (30) calendar days following the end of the rental period. However, the deposit, or portion thereof, will be used by the District for costs incurred if Applicant fails to return the facility to its condition at the start of the rental period, to remove all trash, debris and personal belongings from the facility, to repair any damaged portion of the Facility or other District property or for any other purpose identified in these Rules. The District will provide Applicant with a statement of any Facility Rental Deposit funds so used. The Facility Rental Deposit also be used when a forfeiture of fees takes place and the District is owed rental fees due to cancellation fewer than 30 calendar days of the rental date.
- (c) **Recurring/Ongoing Facility Rentals:** Applicant shall pay the Facility Rental Fees assessed in the Rental Contract at least 30 days prior to the rental date, or 1st rental date of a multi date contract. For recurring and ongoing rentals, fees must be paid by the 1st of the month of the month prior to the rental dates. Applicants will be required to provide the District with a Credit Card for payment of rental fees for any recurring and ongoing rentals that are delinquent or failure to pay the required rental fee by the due date will result in cancellation of the Rental Contract.



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3. **Approval of Facility Rental Contract.** A Facility Rental Contract will be considered approved by the District upon completion of the required forms, signature on the Rental Contract and upon the condition that Applicant will comply with the terms and conditions of the Rental Contract, the Regulations and these Rules. Such approval may be revoked at any time for Applicant's failure to meet the required terms and conditions. An Rental Contract will not be issued or approved if the District determines that (i) Applicant's intended use is not in the best interest of the District, (ii) Applicant intends to use the facility for a commercial or business purpose, or (iii) the Facility is not available for the period requested by Applicant. A request for a waiver of any of the Regulations or Rules shall be made at the time the Rental Request is submitted to the District. The District may approve such a request only for extreme hardships. The District reserves the right to change or modify any approved Rental Contract, or any conditions therein, due to an unforeseen emergency, unsafe conditions or any other condition that may affect the health, safety or welfare of the users of the District's Facility or property.

4. **Cancellations, Changes and Refunds.**

- (a) **Changes:** Any changes to the Rental Contract regarding the rental period, location or intended use must be made at least (30) calendar days prior to the start of the rental period. The original Rental Contract will be revised to include the approved changes. The changes may require an increase in the Facility Rental Fee and/or Facility Rental Deposit.
- (b) **Refunds:** Refunds will not be made for unused days or hours. A refund will be made for field rentals in the case of rainy, wet or muddy conditions if the District is notified in writing within 72 hours after the scheduled date of use or if the District closes fields due to weather.
- (c) **Cancellation:** Any cancellation and/or changes must be submitted in writing by the applicant a minimum of (30) calendar days prior to the start of the rental period. Cancellation fewer than (30) calendar days before scheduled permit date will include forfeiture of the equivalent of 50% of the Facility 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 Facility Rental Deposit.
- (d) **Form of Refund:** Monies owed by the District to the Applicant in refunds of Facility Rental Fees or Facility Rental Deposit will be made as refunds, not credits, and returned in the original form of payment. Cash payments are refunded by District check and can take up to 30 days. Refunds will be made only to the Applicant; Checks will be mailed to the address on file on the Rental Application.



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5. **Applicant Responsibilities.** The Applicant must be at least eighteen (18) years of age and shall be the responsible party under the Rental Contract and be the point of contact for District staff before, during and after the rental period. For events where alcohol is served or sold, the Applicant must be at least twenty-one (21) years of age. Applicant shall, at all times during the rental period, comply with the terms and conditions of the Rental Contract, the Regulations and these Rules and shall be responsible for ensuring that Applicant's guests comply with the Rental Contract, Regulations and Rules. The Applicant shall be present at the Facility at all times during the rental period and be responsible for the supervision and conduct of Applicant's guests and the general conduct of the activities at the rented Facility. If Applicant's guests include minors, then Applicant must provide adult supervision of the minors while at the Facility; for each twenty (20) minors there must be at least one adult supervisor. The District is not responsible for supervising, monitoring or providing security for Applicant's use of the Facility or for assisting in the setting up for events or activities or cleaning up after the rental period.

6. **Facility Use and Rental Requirements.** Applicant is to use the Facility in accordance with the Rental Contract, the Regulations, these Rules, all other District rules and regulations and federal, State and local laws. Applicant's use of the Facility is specifically subject to the following:

- (a) **Smoking:** Smoking is prohibited at all District Facilities under Regulation Section 16(b).
- (b) **Alcoholic Beverages/Power:** The service, sale, possession and consumption of alcoholic beverages require a District permit under Regulation Section 16(a). Applicant or its vendors must also obtain a permit from the Department of Alcoholic Beverage Control for alcohol sales, and if alcohol is provided in the cost of an entry ticket. A copy of the ABC permit must be provided to the District prior to the start of the rental period and Applicant shall display the permit at the Facility. Consumption of alcoholic beverages by guests under the age of 21 is strictly prohibited and will result in immediate termination of the Rental Contract. Outside vendors shall possess a valid business license.
- (c) **Electrical Power:** The use of Facility electrical outlets must be approved in writing by the District under Regulation Section 8(d). A District permit is required for the use of generators under Regulation Section 8(e).
- (d) **Amplification Equipment:** Amplification equipment, and other noise generating apparatus, shall not be used so as to create an annoyance to park patrons or neighbors under Regulation Section 23. The District may require amplified sound or excessive noise to be reduced or discontinued if the disturbance continues. District must approve use of amplification equipment for outdoor use. Applicant shall also comply with any city or county noise laws or regulations.
- (e) **Advertising/Soliciting/Selling:** The advertising, soliciting or selling of any merchandise or service requires a District permit under Regulation Section 17. Vendors must possess a valid business license.
- (f) **Parking of Vehicles:** Vehicle use and parking on District property is subject to the requirements of Regulation Section 13. Among other things, vehicles shall be only be parked in designated areas, are not permitted on lawns, landscaping or outside of designated parking lots and may not be driven outside of designated roadways, paths or service/maintenance roads. Violators will be cited. Food trucks or other commercial vehicles must have prior, written permission.



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- (g) **Decorations:** Decoration materials must be fireproof or fire retardant and subject to District approval. Cellophane adhesives, nails, screws, staples and similar attaching materials in walls or on woodwork are prohibited.
- (h) **Security:** Applicant may be required to provide, at its costs, police officers or certified security personnel for safety purposes during the rental period. Applicant shall take actions to protect personal property brought to the Facility; the District is not responsible or liable for the safety and security of the personal property of Applicant or its guests.
- (i) **Tents/Structures/Inflatables:** The use and placement of tents, structures, inflatable furniture, sound systems and other outside equipment must be included on the Rental Contract Application, may require a District permit under Regulation Section 14(c) or District approval with specified conditions.
- (j) **Fire Safety Requirements:** Applicant shall keep all fire doors, exits, and staircases free of obstructions at all times. Applicant shall obey all fire, building and other safety laws.
- (k) **District Property:** Applicant is responsible for any and all damages to the Facility and other District property caused by Applicant and Applicant's guests under Regulation Section 14. If Applicant fails to return the Facility to the reasonable satisfaction of District staff or if there is damage to the facility/District Property, then the District may use the Facility Rental Deposit to perform repairs and/or invoice Applicant for the full costs of repair.
- (l) **Facility Clean-Up:** Applicant must place all trash, debris and recycling in the proper District provided containers, remove all personal belongings, and return the Facility to its condition at the start of the rental period. District staff will meet with Applicant at the end of the rental period to inspect the Facility and assess whether the Applicant has met the requirements of this provision. Applicant shall perform additional clean-up to return the Facility to its pre-rental condition; the District may use the Facility Rental Deposit as necessary or otherwise invoice Applicant for Facility clean-up costs.
- (m) **Vacation of Facility:** Applicant and Applicant's guest must fully vacate the Facility, including the removal of all personal property and clean-up by the date/time indicated on the Rental Contract. Failure to fully vacate the Facility will result in the imposition of an additional rental charges. The additional rental charge will be deducted from the Facility Rental Deposit or invoiced to Applicant if there are not sufficient funds remaining in the Facility Rental Deposit.

7. District Right-of-Entry/Responsibility. The District's officers, employees, agents and contractors may enter the Facility at any time during the rental period for any purpose, including inspection of the Facility to determine Applicant's compliance with the Rental Contract, Regulations and these Rules. Applicant shall comply with the directions of District officers, employees, agents and contractors regarding the use of the Facility. The District and its officer, employees, agents and contractors are not responsible for accidents, injury or loss occurring during the rental period.



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8. **Insurance.** Applicant shall obtain general liability insurance for Facility rentals for which alcohol will be consumed and/or for which the District determines presents a risk to health, safety or welfare and/or where the rental is serving members of the general public. The insurance coverage will be determined by the District after Applicant submits the Rental Application. If insurance is required, then the District shall be named as an additional insured and Applicant must provide the District with a copy of the insurance certificate with the additional named party endorsement prior to the commencement of the rental period. Applicant's failure to provide the copy of the certificate will result in the cancellation of the Rental Contract.

9. **Hold Harmless/Indemnification.** Applicant agrees to hold harmless, defend and indemnify the District, its elected officials, officers, employees, agents and contractors (Indemnitees) from and against any claim, demand, action, loss, liability, damage, cost or expense (including attorney's fees) that arise or result in any way from Applicant's failure to comply with any provision of the Regulations and these Rules, and from Applicant's and Applicant's guests' (i) entry on to District property, (ii) use of the Facility, and (iii) participation in any activity or event at the Facility or on District property during the rental period. Applicant's obligation under this provision shall not apply to the sole negligence and willful misconduct of the Indemnitees. District shall have the right of approval of defense counsel retained by Applicant, which approval shall not be unreasonably withheld or conditioned. This provision shall survive the expiration or termination of the Rental Contract.

10. **Entire Agreement:** The Rental Contract and this agreement constitute the entire agreement between the parties. Any provisions of prior agreements, licenses or documents which conflict in any manner with the provisions of this contract are hereby specifically deemed void and of no effect. No modifications or changes will be valid or effective unless contained in an amended Rental Contract.

11. **Dispute Resolution:** Any dispute regarding the Rental Contract or these Rules or the use of the Facility shall be submitted to Recreation Supervisor. Applicant should submit a written statement of the dispute along with any supporting documentation and pictures. The Recreation Supervisor will review the documents submitted and may contact Applicant to discuss the dispute or request additional documentation. The Recreation Supervisor will provide a decision on the dispute within thirty (30) days of submission of the dispute. If Applicant is not satisfied with the Recreation Supervisor's decision, then Applicant may appeal the decision to the Director. Applicant may submit an additional statement and documentation to support the appeal. The Director may contact Applicant to discuss the dispute or request additional information. The Director will provide a decision on Applicant's appeal within thirty (30) days of submission of the appeal. The Director's decision shall be the District's final decision. Any action to interpret or enforce the terms and conditions of the Rental Contract or these Rules shall be filed in the Superior Court of Alameda County.

I hereby certify that I have read and understand the Hayward Area Recreation and Park District's Facility Rental Rules, Policies and Procedures, and agree that they are made a part of the Rental Contract by reference and that I will abide by the same. I acknowledge that reservations are granted with the understanding that the Hayward Area Recreation and Park District may cancel rental contracts should the facility be required for District activities, including emergency repairs and maintenance.