



ROWELL RANCH PICNIC AREA POLICY, FEES AND GUIDELINES

9275 Dublin Canyon Road, Castro Valley, CA 94552

FEES AND CHARGES - Charges will be a flat fee—not pro-rated for part of an hour. The Hayward Area Recreation and Park District agrees, at the established service charges, to furnish the equipment which is regularly a part of the facility. Additional equipment is the responsibility of the group requesting use.

PICNIC AREA FEES

District Resident (5 hours min.).....	\$450
Non-resident (5 hours min.).....	\$900
Each additional hour	\$150
Security/Cleaning Deposit (Cash or credit card only-paid separately).....	\$400
Non-refundable Deposit (Submitted with application and applied to rental fees).....	\$ 50
Late fees per business day (may be charged from security deposit)	\$ 25

HOW TO RESERVE ROWELL RANCH FOR A PICNIC

Dates available for facility use can be determined by calling the Park Department at 510-881-6715. One tentative reservation may be made in advance for facility use. Reservations can be made up to eleven (11) months in advance. If eligibility and date are satisfactory, an application form for use of the facility shall be completed and submitted to the District.

Application forms and permits can be obtained at the District Office, 1099 "E" Street, Hayward, or by calling (510) 881-6715. Refer to fee schedule for rates. The completeness and validity of the application will not be recognized until such permit is signed by the District and the fees are paid in full.

A non-refundable \$50.00 **deposit** is required within three (3) working days of making the reservation. The non-refundable deposit will be applied to the reservation fee. Reservations without deposit will not be held for more than three days. The application and all required fees including the security/cleaning deposit must be completed and submitted to the District at least thirty (30) days prior to the event. Permits are approved on a first-come, first-serve basis.

Permits will be issued to adults only, eighteen (18) years of age or older.

CONDITIONS OF USE

1. The picnic area is available for use and shall be limited to a maximum of 500 people. The picnic permit allows for reservation of the picnic area only.
2. The park hours are from 6:00 a.m. – 9:00 p.m. Daylight Standard Time and from 6:00 a.m. to 5:00 p.m. Pacific Standard Time. The picnic area must be cleaned and vacated before the park is scheduled to be closed unless otherwise previously approved.
3. ALCOHOLIC BEVERAGES –
 - A. The consumption of alcoholic beverages is permitted only upon special request approved by the District. Beer, wine or hard liquor may be sold/served only upon obtaining proper permits. Alcoholic beverages are considered "sold" when (a) a fee is charged in exchange for the alcoholic beverage served in a cup (no glass bottles allowed in the facility); (b) alcoholic beverages are served with the meal wherein a flat fee or admission charge was collected. In both cases, a permit to sell alcoholic beverages must be obtained from the Alameda County Sheriff's Office and the Department of Alcoholic Beverage Control (Oakland).

- B. No one under the age of 21 shall dispense/serve or otherwise be connected in any way with the serving of alcoholic beverages. Alcohol may not be served to individuals who are/or appear to be under the influence of alcohol to the reasonable person.
 - C. Alcohol shall stop being served at least one hour prior to end of event.
 - D. Recyclable items shall be separated and placed inside recycling container.
4. The use of amplification equipment may be allowed within reason as not to disturb neighbors.
5. INFLATABLE BOUNCE STRUCTURES:
- A. A Certificate of Insurance and Additional Endorsement naming the Hayward Area Recreation and Park District as additional insured must be provided in the amount of \$1,000,000 in connection with the use of Rowell Ranch. The Hayward Area Recreation and Park District is NOT responsible for accidents, injury or loss of individual in its facilities. The individual or organization granted use of the facility shall be held responsible for reimbursing the District for any loss or damage to District property caused by such use. The Certificate of Insurance and the Additional Endorsement must be submitted to the District thirty (30) days prior to the event.
 - B. Permittee agrees to defend, indemnify, and hold the District harmless from all liabilities arising out of the activities conducted by the permittee. Permittee shall prevent equipment use by persons who are not covered by the insurance required hereunder.
 - C. If generators are used for the inflatable bounce structure, they must be equipped with a spark arrester and placed at least ten (10) feet from any dry grass or other flammable materials and be used in designated areas only. Permittee shall be liable for any and all damages or injury relating to the use, set up, and take down of the inflatable play structure.
 - D. Vehicles are not permitted to drive on pathways or lawn. Hand wheels must be used to transport equipment from parking lot and driving area to designated area for set up.
6. No advertising shall be exhibited, and no solicitations or sales made on the grounds.
7. Reasonable party decorations are permitted. However, no one is allowed to put nails into any trees, buildings, signs, or tables.
8. Minors in the group must at all times be under the direction of adult leadership while on the premises. There must be at least one adult for each twenty minors.
9. The person obtaining the picnic permit shall be responsible for the general conduct of the people in their group. The person obtaining the permit will be held financially responsible for any damage done to District facilities. The District employee has the authority to disperse any group for failure to comply with these rules and the group forfeits ALL fees paid.
10. Smoking is permitted in designated smoking areas only. Please see District representative for smoking area locations.
11. The holder of the permit should arrive prior to the arrival of the other members of the group and present the permit to the Caretaker on duty. Groups must plan to enter and leave the facility at the time specified on the permit. The organization or individual obtaining the permit shall plan to accomplish the following within the time specified on the permit: (A) Putting up and taking down of all signs, decorations and the like; (B) Setting up and taking down of all equipment and restoring same to its proper storage location or removing from the facility; (C) Any other preparations and cleanup associated with the activity being conducted.

12. At no time shall entrances or exits be covered or obstructed.
13. Permission for use of this facility will be granted upon the condition that all rules governing the use of the facility will be followed. Permission may be revoked at any time for failure to do so. These rules are subject to change by the Board of Directors of the Hayward Area Recreation and Park District.
14. Use of facilities shall not be granted to individuals or groups that advocate the overthrow of the government of the United States or the State of California by force or violence or other unlawful means or by any reason as determined by the Hayward Area Recreation and Park District General Manager that such activities may not be in the best interest of the District.
15. Any request for exceptions to rules or fees for use of said facility must be presented in writing to the General Manager no later than forty-five (45) days prior to the date requested. The General Manager is authorized by the Board of Directors to make exceptions to these rules and regulations.

CLEAN UP

The permit holder shall be responsible for cleanup associated with the event, including the removal of all decorations. All trash receptacles must be emptied into the dumpster. After each daily use, the grounds, buildings, picnic area, parking lots, adjacent roadways and slopes, etc. must be returned to pre-existing clean conditions. All activities must end at the time stated on their permit including the facility clean up.

CANCELLATION

The person listed as applicant on the Permit must make cancellation in writing. Refunds and service fees will levy if cancellation is as follows:

1. If cancellation occurs ten (10) working days or more before scheduled event, then
Forfeiture of Non-Refundable Deposit
2. If cancellation occurs few than ten (10) working days prior to scheduled event, then
Forfeiture of Non-Refundable Deposit and 50% of fees paid

Occasionally, the District may find it necessary to reschedule or relocate a reservation. In that event, the District will give as much notice as possible. In the event of a cancellation, the entire rental fee (including deposit) will be refunded.

I hereby certify that I have read and understand the Hayward Area Recreation and Park District's policy, fees, and guidelines stated above and agree that they are made a part of this agreement by reference and that I will abide by the same.

Lessee's Signature _____ Date _____