

CONTACT INFORMATION:

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# FACILITY RENTAL GUIDE & APPLICATION

## INTRODUCTION

The City of Emeryville's Community Services Department offers a wide range of unique and picturesque facilities that are perfect for holding special events. Reservations can be made any day of the week (except City Holidays).

## RESERVATION PRODECURES

**The applicant must submit the appropriate completed rental application and application fee in order to reserve the date.** Completed applications can be faxed to (510) 596-4339, emailed to [ehan@emeryville.org](mailto:ehan@emeryville.org) or can be dropped off at the Emeryville Center of Community Life at 4727 San Pablo Ave Building B. Verification of residency must be provided at the time of reservation and the renter must be at least 21 years of age. The application will then be sent to the Community Services Director to be approved, approved with conditions, or denied. The City of Emeryville reserves the right to deny any rental application at the discretion of the Community Services Department. You will be notified of the status of your indoor rental application within seven (7) business days of receipt.

As part of the review process, applications may also be submitted to the Emeryville Police Department for review, coordination, and possible additional requirements. Any changes required from the Police Department will be communicated to the renter by the Rental Specialist within seven (7) business days.

## RENTAL RESERVATION TIMELINE

A completed rental application, all fees, proof of insurance, and any other requirement must be submitted to the Rental Specialist to secure the rental permit. Reservations will be accepted no more than 12 months in advance for Emeryville residents and 11 months in advance for non-residents. It is highly recommended that all reservations are made at least two months in advance. Indoor reservations are not accepted with less than two weeks' notice.

## GENERAL FACILITY INFORMATION

### Senior Center

Room	General Rental Hours	Capacity	Minimum Time
<b>Billiards Room / Bar</b>	Mon-Thurs 5PM – 10PM Friday 5PM – 11PM Saturday 8AM – 11PM Sunday 8AM – 10PM	75	2 Hours
<b>Main Hall</b>	Mon-Thurs 5PM – 10PM Friday 5PM – 11PM Saturday 8AM – 11PM Sunday 8AM – 10PM	160 dining 250 theater	Mon-Thurs 2 Hours Fri-Sun 4 Hours
<b>Available Amenities:</b> 20 – 5' Round tables 16 – 8' Rectangle tables 250 – chairs Commercial catering kitchen			

### Bridgcourt Room

Bridgcourt Room	Capacity	Min Time
Sun-Thurs 8AM – 10PM Fri-Sat 8AM – 11PM	30	2 Hours
<b>Available Amenities:</b> 4 – 5' Round tables 4 – 6' Rectangle tables 30 – chairs Kitchenette		

## FEES AND DEPOSITS

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For up-to-date rental fees, please see the Rental Fee Chart on our Facility Rentals / Event Permits page on the city website: <http://www.ci.emeryville.ca.us/DocumentCenter/View/542/Rental-Fees?bidId=>

All rentals must be paid in full at least **31 days** prior to the reserved rental date. Rentals are subject to cancellation if not paid in advance. **If the rental is paid with a check, all checks must be submitted a month prior to the rental reservation date.**

Your reservation application must include all hours you need for setup and cleanup time. Standard hourly rental fees apply for all time you are using the facility, including set-up time and clean-time. Deposits are returned as long as the facility is left in its pre-event condition. If there are damages to the facility or if additional cleaning is required, there will be a deduction or forfeiture of your deposit. If the deposit does not cover the damages/ cleaning, you will be billed for the rest of the charges. If the deposit is paid by credit card, it will be refunded within 1-2 business days. If the deposit is paid by cash, check, or money order, the city will mail you a refund check within 2-3 weeks.

## CANCELLATIONS & REFUNDS

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If an in-progress event is cancelled by city staff or security guards due to excessive rule violations, the applicant will forfeit their complete deposit.

Prior to Event:	+45 - 30 Days	29 - 21 Days	20 Days / Less
Application Fee	Non-Refundable	Non-Refundable	Non-Refundable
Hourly Fees	100% Returned	50 % Returned	0% Returned
Insurance Fees	Non-Refundable	Non-Refundable	Non-Refundable
Alcohol Fee	0% Returned	0 % Returned	0% Returned

## INSURANCE

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For all rentals, the City of Emeryville requires the renter provide a **policy of \$1,000,000 in liability insurance naming the City of Emeryville, 1333 Park Avenue, Emeryville CA 94608 as additional insured.** The certificate and endorsement page will both be needed. If you are unable to secure your own insurance policy, the City of Emeryville offers liability insurance through a special insurance event provider.

## RENTER RESPONSIBILITIES

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The renter is responsible for leaving the facility in pre-event condition. Upon arriving at an indoor facility, the rental applicant or authorized representative is required to complete the facility inspection checklist with the facility attendant. The renter must also complete the inspection checklist prior to leaving the facility. Renters are solely responsible and answerable financially for any and all accidents or injuries to persons or property resulting from their use of Emeryville's facilities. Renters are responsible for the control and supervision of all people in attendance at their event. If there are excessive violations of the rental rules during your event, the function will be stopped and everyone will be forced to leave immediately.

## BUSINESS/NON-PROFIT GUIDELINES

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In order to qualify for the non-profit rate, the organization must submit a copy of a letter from the IRS indentifying the renter as a non-profit organization, including their non-profit ID number.

## ALCOHOL POLICY & SECURITY

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There is an additional fee for events that are serving alcohol. The renter is responsible for the orderly conduct of all guests consuming alcohol. At no point in time may alcoholic beverages be served or sold at events honoring youth under the age of 21.

Please be advised events like birthday parties for example, in the age range of **13-20** will not qualify for a reviewing process.

Alcohol may **not be served or consumed** outside of the rental facility. For example, alcohol may not be consumed on the front patio area of the Senior Center.

For events where alcohol will be sold, a license from the California Alcoholic Beverage Control Board (ABC) is required. To obtain a license from the California Alcoholic Beverage Control Board for facility rentals, please contact (510) 622-4970 or visit their web site at [www.abc.ca.gov](http://www.abc.ca.gov).

**City staff and private security guards reserve the right to eject anyone violating any codes or rules.**

For indoor rentals, private security guards may be required for events of at least 100 people, events where alcohol is being served for at least 4 hours, or events with a high percentage of youth in attendance. This requirement may only be waived by the Community Services Director. Security is required to be present during the actual hours the event is occurring and is not required during set-up time. The security guards must be obtained through a licensed security company that is approved by the City.

**The renter must indicate their intention to serve alcohol on the initial application. The specific alcohol requirements for your event are in the following chart:**

Exchange of Alcohol	Indoor Facility Rentals
Served ONLY	<ul style="list-style-type: none"> <li>• Community Services Director approval</li> <li>• Alcohol service fee</li> </ul>
(Non-Profits Only) Sold directly Drink tickets sold Dinner tickets sold	<ul style="list-style-type: none"> <li>• Community Services Director approval</li> <li>• Alcohol service fee</li> <li>• Alcohol Beverage Control Board License</li> </ul>

## DECORATIONS

All decorations must be flame retardant and cannot be placed on floors or painted surfaces. Items that may not be used during an event include: nails, tacks, staples, stakes, tape (except masking tape or blue painters tape), lit candles, confetti, rice, and birdseeds. Storage for decorations is not available either before or after the event.

## CLEANING

**The renter is responsible for leaving the facility in pre-event condition. This includes:** removing decorations, picking up trash, placing trash, compost, and recycling in their respective receptacles, removing food from the refrigerators & ovens. A cleaning fee will be charged for your event. Excessive messes may result in a deduction or forfeiture of your deposit. The cleaning fee does not cover kitchen appliances. Any kitchen appliance that is used must be cleaned by the renter. NO FOOD can be disposed of in sinks.

## CITY OF EMERYVILLE FIRE & BUILDING CODE REQUIREMENTS

Please make sure your event abides by the following requirements:

- Events may not exceed the maximum capacity of the facilities in which they are located.
- Tables and chairs must have 3.5 feet of clearance from all walls.
- Objects shall not be placed within 5 feet of any exit.
- Emergency exits, fire extinguishers, alarms, and any other safety equipment may not be blocked.

## FACILITY ATTENDANT

A facility attendant will be on duty during all indoor facility rentals. Attendants will be available to open and close the facility, help set-up tables and chairs, provide necessary cleaning supplies, and answer general facility and rental questions. Attendants are not available to wait tables, serve people, or act as janitors.

## GENERAL RENTAL GUIDELINE

- The applicant must be the primary event contact, be on-site during the event and provide all payments for the event. We will not work with multiple parties for a single event.
- Facility rentals cannot be transferred, assigned, or sublet
- If an event is charging for admission/participation (**Non-Profits Only**), is open to the public and/or has live entertainment, the event may be subject to a **cabaret permit**. Cabaret Permit applications are approved through the Police Department and an additional fee will apply.
- The City may terminate or void a rental contract if the information provided on the application is inaccurate or incorrect.
- Under no circumstances can the event exceed the entire building or individual room occupancy limits.
- The renter must comply with Emeryville's Eco FoodWare Ordinance if serving food/drink (i.e.: no plastic throw away utensils/cup/plates/ are allowed, must be compostable, recyclable, or reusable).
- The renter must provide their own cups, plates, silverware, cooking utensils, etc. All disposable plates and utensils must be bio-degradable per the City of Emeryville's Eco FoodWare Ordinance.
- Any illegal parking complaints or other vehicle code violations will be strictly enforced (i.e. No double parking, blocking driveways, red curb zones) by Police Department
- Renter will be expected to remove any outside temporary signage, and no signage may be posted in the public right-of-way.

- Music is allowed until 11:00pm inside the indoor facility, but renters should be aware that the City's noise ordinance takes effect at 9:00pm. Between 9:00pm and 11:00pm, the renter cannot prop open any exterior doors/windows, no event attendees are allowed to congregate outside the center, and must limit noise transmission from the center into the neighborhood or else the event can be asked to lower the volume or be shut down by the Police Department.
- Approved alcohol: beer and wine. Alcohol will not be permitted for youth designated events (13-20) years of age.
- The condition of the facility rented must be returned to its original state. A cleaning fee will be charged for custodial service. The renter is responsible for making sure the room is configured back correctly after the event. If extra labor is required to return the room its original condition, then the appropriate fees will be deducted from your security deposit.
- Smoking is not permitted within any of the City of Emeryville's parks or facilities. Additionally, smoking is prohibited within 25 feet of city buildings. Please pick up any cigarette butts that are left outside.
- Pets are not allowed in buildings. Services animals are permitted.

### APPLICANT INFORMATION

**Name (please print):** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Street Address:** \_\_\_\_\_ **City:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_ **Alternate Phone Number:** \_\_\_\_\_

**Organization:** \_\_\_\_\_ **Non-Profit ID #:** \_\_\_\_\_

**Rental Classification (check one):**      Resident      Non-Resident      Non-Profit

**Notes:**

\*Resident rate for private personal use only. Proof of residency will need to be provided and verified with the City's address list

\*If claiming non-profit status, please attach a copy of your organization's 501(c)3 documentation

### EVENT INFORMATION

**Date(s) Requested:** \_\_\_\_\_

**Frequency:**

**Name/Type of Event:** \_\_\_\_\_

- Single Event
- Multiple Days
- Daily
- Weekly
- Monthly

**Setup Time:** \_\_\_\_\_ **AM / PM** to \_\_\_\_\_ **AM / PM**

**Event Time:** \_\_\_\_\_ **AM / PM** to \_\_\_\_\_ **AM / PM**      **TOTAL HOURS:** \_\_\_\_\_

**Clean-up Time:** \_\_\_\_\_ **AM / PM** to \_\_\_\_\_ **AM / PM**

**Note:** Renter must include and pay for all the time needed for setup, event time, and clean-up time

#### Facility/Room(s) Requested:

**Senior Center:**

- Main Hall/Stage/Kitchen
- Kitchen Only
- Billiards Room/Bar
- Other: \_\_\_\_\_

**Other Facilities:**

- Bridgcourt Room
- Other: \_\_\_\_\_

#### Attendance #:

- Adults: \_\_\_\_\_
- Minors: \_\_\_\_\_
- Seniors: \_\_\_\_\_
- Total: \_\_\_\_\_

#### Equipment #:

- Tables: \_\_\_\_\_
- Chairs: \_\_\_\_\_

#### Details

Open to the public?	Yes	No	Amplified music?	Yes	No
Is there a fee associated with the event?	Yes	No	Fundraising event?	Yes	No
If yes, how much? _____			Alcohol served?	Yes	No
Is there a fee charged at event entrance?	Yes	No	Alcohol sold? (permit required)	Yes	No
If yes, how much? _____			Food served?	Yes	No
Live music/entertainment? (permit may be required)	Yes	No	Food cooked on site?	Yes	No
If yes, what type? _____			Using caterer?	Yes	No

Approved

Denied

Community Services Director \_\_\_\_\_

Date: \_\_\_\_\_

Recreation Manager \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF EMERYVILLE RENTAL WAIVER AND INDEMNIFICATION AGREEMENT**

In consideration of being permitted to participate in this city activity or use of any city facilities in connection with this activity, the undersigned agrees to the following:

1. I the undersigned hereby releases, waives, discharges and covenants not to sue the city of Emeryville, its' employees, officers and agents (hereinafter referred to as "Releases") from all liability to the undersigned, his or her personal representatives, assigns, heirs, and next of kin for any loss, damage, or claim therefore on account of injury to the person or property of the undersigned, whether caused by any negligent act or omission, including gross negligence and/or willful disregard, of the Releases or otherwise while the undersigned is participating in the City activity or using any City facilities in connection with such activity.
2. The undersigned hereby agrees to indemnify, defend and hold harmless the Releases from all liability, claims, demands, causes of action, charges, expenses, attorney's fees (including attorney's fees to establish the release's right to indemnity or incurred on appeal) and costs arising out of or resulting from the use and/or rental of the City facility by undersigned, his/her agents, employees, officials, volunteers, guests and invitees.
3. The undersigned hereby assumes and accepts full responsibility for any and all loss, bodily injury, death or property damage while upon or using the City facilities and equipment. The undersigned expressly agrees that the foregoing release waiver, and indemnity agreement are intended to be as broad and inclusive as permitted by California law and that if any portion thereof be held invalid, notwithstanding, the balance shall continue in full legal force and effect.

I hereby acknowledge that I have read the foregoing and that I am aware of the legal consequences of this agreement, including that it prevents me from suing the City or its employees, agents, or officers if I am injured or damaged for any reason because of participation in this activity. I further acknowledge that no oral representations, statements or inducements have been made to me.

PERMIT # (internal use): \_\_\_\_\_

EVENT NAME: \_\_\_\_\_ DATE OF EVENT: \_\_\_\_\_

I have read and agree to abide by the policies contained in the Rental Guide:

PRINT NAME: \_\_\_\_\_

SIGNATURE REQUIRED: \_\_\_\_\_ DATE: \_\_\_\_\_

<i>For internal use only</i>	
Taken By: _____	Date: _____