



# FACILITY RENTAL APPLICATION

**(APPLICANT MUST BE 18+ YEARS. Please complete application in its entirety or the permit process may be delayed)**

**Facility Location / Room:** \_\_\_\_\_

**Rental Date(s):** \_\_\_\_\_ **Day(s) of the Week:** \_\_\_\_\_

**Rental Time:** \_\_\_\_ am/pm to \_\_\_\_ am/pm **Event Time:** \_\_\_\_ am/pm to \_\_\_\_ am/pm **Total Hours:** \_\_\_\_\_

*\*Rental hours must include all time needed for decorating, setup, event time, and cleanup.*

**Type of Event:** \_\_\_\_\_ **Is Honored Guest 21+ Years:** \_\_ Yes / \_\_ No

**Total Expected Attendance:** \_\_\_\_\_ **Nonprofit Tax ID:** \_\_\_\_\_



**Applicant Name: (main contact for rental):** \_\_\_\_\_

**Name of Organization:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City/State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_ **Phone Number:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Co-Applicant:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City/State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_ **Phone Number:** \_\_\_\_\_

**Email:** \_\_\_\_\_



*\*Alcohol is not allowed at any event held in honor of someone who is under 21 years of age.*

- |                                    |                |  |                |
|------------------------------------|----------------|--|----------------|
| 1. Will alcohol be served?         | Yes ___ No ___ | 7. Will music be played?                                     | Yes ___ No ___ |
| 2. Will alcohol be sold?           | Yes ___ No ___ | 8. If you answered yes to #7, what kind of music will        |                |
| 3. Will there be an admission fee? | Yes ___ No ___ | Played (circle all that apply): DJ / Band / Acoustic / Phone |                |
| 4. Will food be sold?              | Yes ___ No ___ | 9. Will you have a bounce house or jumper? Yes ___ No ___    |                |
| 5. Will food be served?            | Yes ___ No ___ | 10. Ravenswood Games Rental? Yes ___ No ___                  |                |
| Type of Cooking Method: _____      |                |  |                |



**AGREEMENT AND RELEASE OF LIABILITY**

I certify that I, the Applicant reserving with Livermore Area Recreation and Park District, am at least 18 years of age. The undersigned or, if signing for an organization, that organization, certifies that the above information is accurate and correct, and that the undersigned has read and understood the Facility Rental Rules and Regulations as set forth by the Livermore Area Recreation and Park District pertaining to the use of District facilities. I understand that I or an appointed representative must be present at the beginning of the rental time and must be present at the end of the rental time for inspection. I agree to do a full facility evaluation walk-through with staff of all areas listed on the evaluation form prior to and after the event to review any current or new damages to the facility with may have occurred during my rental. I understand that failure to comply with the Facility Rental Rules and Regulations may lead to losing portions and/or all of my rental deposit and fees, which in some cases may exceed the rental deposit amount. I further understand that if I delegate my Applicant responsibilities to other members or service agencies for which I have contracted, I still have the ultimate responsibility of the facility during my rental.

It is further agreed that the applicant shall indemnify, defend, and hold harmless Livermore Area Recreation and 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 Applicant's use or occupancy of a facility or property controlled by Livermore Area Recreation and Park District, unless solely caused by the gross negligence or willful misconduct of Livermore Area Recreation and Park District, its officers, employees, or agents.

Force Majeure: Notwithstanding anything to the contrary contained in this agreement, Livermore Area Recreation and Park District (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, pandemics, epidemic, civil disturbance, acts of terrorism, regulation of public authority, and other causes beyond their control. The undersigned waives any right of recovery against the District and the undersigned shall not charge results of "acts of God" to the District, its officers, employees, or agents.

Applicant Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Co-Applicant Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_



## FACILITY RENTAL RULES AND REGULATIONS

**By signing the Facility Rental Application, you are signing that you have read and understand all information contained herein. The following rental policies outline the conditions for use of District facilities. All District facilities are governed by these general rules, in addition to specific conditions for each facility.**

- 1. Application and Rental Requirements** - Reservations will only be accepted with a completed application and the required deposit fee. Applicants must be at least 18 years of age. Livermore residents must provide valid proof of residency (i.e., California I.D. or utility bill in Applicant's name) to qualify for the resident rate. All other facility rental forms (including insurance and ABC license), and fees are due and to be paid in full forty-five (45) days prior to your facility rental date. Applicants who fail to meet these requirements may result in their facility rental being cancelled and a refund may not be issued, including withholding the refundable deposit.
- 2. Date Hold** – Applicants will have the ability to hold a date up to sixty (60) days prior to their rental date. Applicants will be required to submit a completed application and a nonrefundable hold fee of \$50 to hold a rental date. Applicants will have the ability to change their reservation date one (1) time after the original hold date. Any additional date changes will be subjected to an additional \$50 nonrefundable hold fee. To execute the hold reservation date, the Applicant will be required to submit a payment for their outstanding rental fees, including the refundable deposit, and any qualifying rental forms no later than forty-five (45) days prior to their rental date. Applicants who fail to meet these requirements will result in their facility rental being cancelled and a refund will not be issued, including withholding the refundable deposit.
- 3. Rental/Reservation Contact Requirements** - All contact regarding the reservation fees, insurance, rental fees, and on- site coordination will only be arranged with the original Applicant. If the original Applicant is unavailable for the facility rental coordination on the day of the facility rental, the Applicant must designate an alternate person to assume this responsibility in advance of the facility rental and inform Livermore Area Recreation and Park District in writing. Applicants will be required to meet with District staff thirty (30) days prior to the facility rental date to review the facility layout, review rules and regulations, and submit required signed documents.
- 4. Facility Rental Onsite Appointments** – Facility Rentals receive one (1) thirty (30) minute onsite appointment walkthrough at the rented facility location. Applicants are required to schedule their one (1) time courtesy appointment with District staff; appointments are scheduled on a first-come, first-serve basis. District staff will open the facility at the specified time per the agreed upon scheduled appointment. Appointments start at the designated scheduled start time and will end at the designated end time; appointments will not be rescheduled on the day of the appointment due to late arrivals by the Applicant, vendor, and/or family. Applicants are responsible for rescheduling and/or cancelling their own appointments by contacting District staff 48 hours prior to their scheduled appointment. Appointments that exceed thirty (30) minutes will be subjected to an additional appointment charge of \$50 for every thirty (30) minutes; a minimum of thirty (30) minutes will be charged. Applicants are encouraged to ensure that vendors and/or family members attend this schedule appointment. Applicants will be charged \$50 for any additional thirty (30) minute appointments after the first courteously rental appointment.

5. **District staff on duty during rental-** District staff will be on duty during all approved use of District facilities. District staff is not available for loading/unloading supplies, waiting tables, serving, moving rented furniture or equipment, and/or assisting with the Applicant's portion of cleanup.
6. **Adhering to time schedule on application** - The time stated on the application form for the reservation will be strictly enforced. If applicant does not use full time as stated on their application, there will be no refunds given or funds transferred. The reservation period must include all time necessary for setup and cleanup for the rental, and time must be consecutive. All facility usage is based upon space availability and is limited to specific rental periods. District staff will setup tables and chairs unless other arrangements have been approved by the District. The District must receive a written floor plan a minimum of forty-five (45) days prior to the rental date. Otherwise, a standard room setup will be provided. The facility will not be open prior to the stated reservation time for any renter, caterers, bands, decorators, etc. participating in a rental activity, nor can items be stored overnight in a District facility prior to or after any rental activity.
7. **Cleaning requirements** – District staff are responsible for the setup and take down of District tables, chairs, and equipment. Applicants will be responsible for the removal and/or disposal of food, beverages, paper goods, decorations, signage, equipment, furniture, and personal items once the rental has concluded. The District will not authorize the overnight storage of any personal items or equipment or be responsible for any items left behind. All rental trash is to be properly bagged and placed in the designated trash receptacles. Applicants will be required to notify District staff immediately of any large spills within the facility(ies) that are rented per this agreement. Applicants are responsible for ensuring that DJs, caterers, decorators, etc. adhere to the Districts cleaning requirements and exit the facility by the rental end time. Failure to adhere to the District cleaning requirements could result in the forfeit of the entire facility rental deposit, and /or the Applicant may be billed separately if the deposit is not sufficient to cover the additional balance.
8. **Condition of facility** - District staff will check the condition of the facility with the Applicant before the start of the rental and prior to their departure to determine if additional damage, cleaning, or overtime use has occurred. District staff will document any issues during the total length of the rental including but not limited to setup, event time, and cleanup. This on-site evaluation is only one means of evaluating the return of the rental deposit; however, additional charges may be imposed for damages or cleanup not identified on the evaluation form if additional items are identified after the Applicant has left the facility. It is the responsibility of District staff to enforce facility use regulations and prevent abuse of any facility or facility use privileges, including but not limited to, requesting police department assistance to stop the service of alcoholic beverages, to remove disruptive individuals, and/or to clear the facility and cancel the rental. In the case of such a cancellation of a facility rental, no rental fees will be refunded or transferred. District staff will process the deposit refund request upon review of evaluations the week following the rental. Refundable deposits are refunded back to the Applicant forty-eight business hours after the conclusion of the facility rental; deposit will be returned to the Applicant in the same form as the original payment, unless approved by District staff.
9. **Liability** - The Applicant is solely responsible and accountable financially for any and all accidents or injuries to persons or property resulting from your use of District facilities. The Applicant is responsible for knowing and understanding all rules and regulations governing District facilities. The Applicant shall also be responsible for the control and supervision of all people in attendance during the usage of the facility and shall take care to see that no damage is done to the facility, and that everyone conducts himself or herself in an orderly manner. Minors must be supervised at all times during the facility rental, this includes setup and cleanup. The District will not be held responsible for unsupervised minors. If facility damage, inappropriate behavior of a rental group, or exceeding capacity levels occurs at any rental activity, the rental may be shut down, a refund may not be issued including withholding the refundable deposit, and further use of District facilities by the Applicant or group may be denied.

- 10. Compliance with all applicable law, rules, and regulations** – The Applicant shall comply with all local, state, and federal laws and regulations related to the use of the facility and public gatherings. The Applicant agrees to abide by all applicable local, federal, and state accessibility standards and regulations. The Applicant 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. The District reserves the right to immediately revoke an applicant's right to use of the facility under this agreement should the Applicant fail to comply with any provisions of this section.
- 11. Finalizing payment** - Final rental fees are due forty-five (45) days before the rental date. Any additional hours and amenities must be pre-paid in advance of the rental date. Deposits must be paid at time of reservation. Payments may be paid by check, cash, and credit card. Checks are to be mailed to the Livermore Area Recreation and Park District, 4444 East Avenue, Livermore CA 94550. Checks mailed within thirty (30) days of the facility rental date will not be accepted. If payment is not received by the specified due date, the rental may be cancelled and subject to forfeiture of all fees submitted.
- 12. Rental Transfer/Date Change Request** - If a reservation has been made for a facility and the Applicant wishes to change to an alternate Applicant and/or address, a \$200.00 transfer fee will be assessed. In addition to the assessed fee, a new application must be submitted identifying the new rental Applicant.
- 13. Permit Changes** – All facility rental changes must be made in writing to District staff. Changes made less than forty-five (45) days prior to the rental date and result in additional fees will be required to be paid in full by the Applicant at the time of making the change. If the Applicant fails to make this payment, the changes will not be granted, and the rental will not be altered. All facility rental fees are due and to be paid in full forty-five (45) days prior to the facility rental date. Failure to pay the rental balance in full forty-five (45) days prior to the rental date may result in the facility rental being cancelled, and a refund may not be issued, including withholding the refundable deposit. It is the Applicant's responsibility to check and verify their facility rental permit to ensure that all facility rental details are accurate and correct. Corrections must be addressed with District staff in writing prior to the rental date to ensure the permit reflects the facility rental. Changes made on the day of the rental will need to be addressed with District staff on duty and will be documented on a facility rental sheet; the Applicant will be required to sign off on these additional changes. These changes will be reviewed by District staff on the following Monday, and the Applicant will be assessed the appropriate rental fees to reflect the changes to the facility rental. These fees may be deducted from the refundable deposit, and/or the Applicant maybe billed separately if the deposit is not sufficient to cover the balance.
- 14. Facility Rental Cancellations** - If the original Applicant cancels a rental reservation seven (7) business days after booking and securing the rental date, the entire deposit will be forfeited. The following schedule will be used to determine the District cancellation process for facility rental refunds:
  - **7 Business Days After Securing the Facility Rental:** The refundable deposit will be forfeited and retained by the District.
  - **From Date of Booking to Forty-Five (46) Days Prior to the Rental Date:** The refundable deposit will be forfeited, and 50% of any rental fees paid to the District will be withheld from the refund.
  - **Forty-Five (45) Days or Less Prior to the Rental Date:** All paid rental fees to the District, including the refundable deposit will be withheld.

District facilities may be closed at any time, with or without notice, this includes closures due to inclement weather. District staff will make every effort to contact the Applicant ahead of time of any facility closures that may affect the rental date. If a closure occurs and a facility rental is canceled on behalf of the District, a refund will not be issued; Applicants will have the ability to

rebook their facility rental up to six (6) months after the original date. Failure to rebook the rental date within the six (6) month period may result in the cancellation of the facility rental, a refund may not be issued, including the forfeit of the refundable deposit.

**15. Group Picnic Rental and Photography Permits:** *(Only applicable to these types of rentals)*

- a. **Inclement Weather:** A refund will not be issued for inclement weather or for a cancellation initiated either by the District or the Applicant. Applicants will have the option to move their rental date up to six (6) months after the original date. Failure to rebook the rental date within the six (6) month period may result in a cancellation and a refund may not be issued, including the forfeit of the refundable deposit.
- b. **Jumpers and Bounce Houses:** Applicants are required to go through the District's preferred vendor list for jumpers and bounce houses. The District approved bounce house / jumper vendors have been vetted by District staff and meet the District insurance requirements. Separate rental fees may apply to the vendor at the time of making the reservation.
- c. **Commercial Photographers:** The District requires commercial photographers to have a permit when taking photographs within any District Facility or Parkland. A commercial photographer is defined as any individual who will take video, film, photography, or other capture of image, whether moving or still, with the objective to sell, make profit from, or barter, including but not limited to documentaries, commercials, television series or movies, motion picture, advertising, public service announcements, editorial, stock, portraits, etc. Permits will be issued to individual commercial photographers. Businesses will be required to purchase a photography permit onsite; one permit does not encompass an entire business or multiple commercial photographers.
  1. Each photographer will be required to submit an application for each photography session. Photography sessions are not exclusive; multiple photographers may be on the property. The facility rental fee will be applied to each rental date.
  2. Photo permits do not grant authority to conduct business within the City of Livermore. Applicants will be required to obtain a business license through the City of Livermore if needed.
  3. Photography permits are valid from sunrise to sunset, unless noted on the facility rental permit. Ravenswood photography permits are rented in two (2) hours (120 minutes) blocks; permits may be extended for an additional hourly rate, in full hour increments.
  4. Applicants who fail to utilize their permit on the specified rental date and time will not be issued a refund.
  5. Ravenswood Photography Permits: Applicants and their guest are not permitted to enter the Ravenswood Historical Site outside of their facility rental time. District staff will be onsite throughout the duration of the rental and will open the facility at the time specified on the permit. District staff will wait 20 minutes beyond the start time of the rental, if the Applicant does not show up, District staff will close and lock the facility and consider the facility rental complete; a refund will not be issued. Additional time will not be granted for late arriving Applicants; the Applicant may have the ability to extend their facility rental time for an additional hourly rate.
  6. Permit changes may be subjected to a \$50 change fee and will be due at the time of making the change.

**16. For Pool Rentals:** *(Only applicable to these types of rentals)*

- a. The Applicant and their guests are required to always wear proper swimming attire while swimming in a District aquatic facility.
- b. Swimming will not be permitted unless there is a designated District Lifeguard on duty. The Applicant and their guests will not be permitted into the facility prior to the start time stated on the facility rental permit and will be required to exit the facility per the end time stated on the permit. Additional facility rental use outside the permitted time will be billed to the Applicant and rounded up to the nearest hour.

- c. Applicants and their guests who are experiencing a contagious or communicable disease shall not be permitted to utilize any District facility including, but not limited to entering the aquatics facility or water.

**17. Insurance Requirements** – Depending on the nature of the event, and for rentals with forty (40) or more guests, or serving alcoholic beverages, Applicants may be required to purchase facility rental insurance through the District's carrier. District insurance premium rates are based on market rate; these rates may fluctuate due to the type of rental, type of activity, total number of guest, and total number of days.

The Applicant 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 the District, its officers, employees, agents, and volunteers as additional insureds prior to the use of the facility. The Applicant shall file certificates of such insurance with the District, which shall be endorsed to provide thirty (30) days' notices to the District of cancellation or any change of coverage limits. If a copy of the insurance certificate is not on file prior to the event, the District may deny access to the facility, and the facility rental may be cancelled, and a refund may not be issued.
- 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 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 Applicant maintains higher limits than the minis shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the Applicant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

Applicants reserving dates for the next calendar year may be subjected to increased insurance premiums if premiums are raised through our carrier. Applicants are responsible for any additional fee increases.

**18. Indemnification** – Applicants shall indemnify, defend, and hold harmless Livermore Area Recreation and 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 Applicant's use or occupancy of a facility or property controlled by the Livermore Area Recreation and Park District, unless solely caused by the gross negligence or willful misconduct of Livermore Area Recreation and Park District, its officers, employees, or agents.

**19. Alcohol** - Alcoholic beverages may be consumed within a District facility with an approved Certificate of Insurance and Scheduled Endorsement including Liquor Liability. Alcoholic beverages may not be sold or consumed at any officially designated youth facility rental. The serving or selling of alcoholic beverages remains at the discretion of the District. In rentals where alcohol will be sold or consumed, the District requires the Applicant to purchase an additional permit from the Department of Alcoholic Beverage Control (ABC). A copy of the ABC issued permit must be turned into the District forty-five (45) days prior to the facility rental date and posted near the bar in a visible location during the entire facility rental. In addition, the District is not responsible for any such violations by the lessee of the ABC permit or the law with respect to alcohol. Lessee shall name the District as additionally insured under the lessee's Comprehensive General Liability insurance policy and Scheduled Endorsement. The District may limit the number of hours that alcoholic beverages can be served during the facility rental. The serving and selling of alcoholic beverages must end at least 30 minutes prior to end of the event time. At any time during your facility rental, District staff has the authority to discontinue the consumption, sale, or serving of alcoholic beverages.

Alcohol consumption by a minor will not be tolerated. The Applicant understands that if alcohol is served to minors, District staff may cancel the facility rental and/or request assistance from the Livermore Police Department. In such an event, the Applicant may be held responsible for the illegal distribution of alcohol, a refund may not be issued, including the forfeit of the refundable deposit.

**20. Selling of food and beverages** – In facility rentals where food and beverages will be sold, the District may require the Applicant to purchase an additional temporary food permit from the Alameda County Public Health Department. A copy of the issued temporary food permit must be submitted to the District forty-five (45) days prior to the rental date.

**21. Security Requirements** – The District reserves the right to require security for specific facility rentals. The security staff will take direction from District staff. Security officers are responsible for the safety and security of the facility, District staff, and facility rental participants. The following are basic guidelines for assigning security officers at facility rentals and are set at the discretion of District staff:

- 0-100 in attendance Up to two (2) officers
- 101-200 in attendance Two (2) officers
- 201-300 in attendance Three (3) officers
- 301-400 in attendance Four (4) officers
- 401-500 in attendance Five (5) officers

**22. General Safety Guidelines** – The Applicant is responsible for the conduct of their guest and the overall oversight of the facility rental. Facility rental guest are not permitted to be left unattended; minors 12 years and under, are required to be supervised by an adult chaperon throughout the duration of the facility rental. Children may not be left unsupervised at any time while utilizing a District facility. The Applicant and their guests will be required to follow reasonable verbal direction from District staff and posted facility rules and regulations. Failure to comply may result in the facility rental being cancelled, a refund may not be issued, including the forfeit of the refundable deposit.

**23. Smoking** - It shall be unlawful to smoke or in any other way engage in the use of tobacco or tobacco-like products of any kind or description and in any form, on any property owned and/or operated by the District, including any buildings, historic sites or structures, restrooms, grandstands, stadiums, bleachers, amphitheaters, covered arenas, picnic sites, other similar places or assembly, also in any District parklands, open spaces, sports fields, swimming pools, snack bars, parking lots, sidewalks, or trails, unless in a place designated and posted or temporarily permitted for such use (District Policy FAC-05-1947). Smoke, mist or fog machines, haze, or vapor type devices are prohibited in all District facilities.



- 24. Decorations and Setup** - Adhesives, nails, screws, pins, or staples on facility walls are prohibited. Taping of District facility chairs and/or tables is prohibited. District tables must be covered prior to rental usage. Decorative materials may not be attached to light fixtures and must be completely removed from the facility at the conclusion of the activity. Confetti, glitter, sequins, rice, birdseed, straight pins on carpet, and/or sparklers are prohibited in any District facility. Votive candles and/or tea lights will only be allowed at Robert Livermore Community Center facilities. Birthday candles, ceremonial flames and/or ceremony candles need prior approval from District staff. If balloons are utilized for decorations, they must be weighted down and not be released intentionally to float to the ceiling areas and/or released outside District facilities. All decorative materials must be fireproof and/or flame retardant. At no time shall exits or facility signage be obstructed by decorations or rental equipment.
- 25. Music/Audio** – the District complies with the City of Livermore's Noise Ordinance for all facility rentals, which requires the District to restrict music and noise levels to not exceed 60 decibels. Amplified music will be restricted to the interior of the facility with noise exposure outside not to exceed 60 decibels at the facility boundary. Outdoor musical instruments may only be acoustical. At the discretion of District staff, outdoor music may be amplified.
- 26. Lighting** - Strobe, rotating, flashing, and/or up lights are permitted in District facilities. Smoke, mist or fog machines, haze, or vapor type devices are prohibited in all District facilities. The rental facilities have automatic smoke detectors, which are monitored by the Livermore-Pleasanton Fire Department. Applicants in violation of this regulation will be financially responsible for all charges levied by the Fire Department for a response call. Mist machines are prohibited due to their potential for damaging floor surfaces and creating a safety hazard for guests.
- 27. Drone Videography and Photography** – In order to protect the health and safety of our program participants, recreational drones, model airplanes, and any other unmanned aerial vehicles or systems are not permitted on any property owned and/or operated by the District, including any buildings, historical sites or structures, restrooms, grandstands, stadiums, bleachers, amphitheaters, covered arenas, picnic sites, other similar places or assembly, also in any District parklands, open spaces, sports fields, swimming pools, parking lots, sidewalks, or trails.
- 28. Holiday Surcharge** – The District has recognized specific holidays as District Holidays. Applicants who chose to rent a District facility on a District specific holiday will be charged an additional holiday fee in addition to the regular hourly rental fee. The holiday surcharge fee is determined on the total number of guests, and staff overseeing the event. The District has every right to not rent a facility on any recognized District Holiday.
- 29. Additional Incident Fee** - Excessive cleaning performed by any District staff beyond the normal facility rental cleaning requirements or minor facility repairs following a rental activity will result in a cleaning fee of \$150 per incident. Any amount for these services shall be deducted from the rental deposit, or in the event of an insufficient deposit balance, shall be a separate obligation of the Applicant.
- 30. Additional Staff Charges** –Applicants and vendors will be given 15 minutes after the specific end time listed on the permit to exit the facility. In the event the rental exceeds the permitted rental time, the applicant will be charged up to \$320 per additional hour; a minimum of one (1) hour will be charged. Any amount for these services shall be deducted from the rental deposit, or in the event of an insufficient deposit balance, shall be a separate obligation of the Applicant.
- 31. Transaction Fee** – Applicants are required to pay a nonrefundable transaction fee for processing their rental application. The Transaction Fee is due at the time of all other rental fees and is nonrefundable regardless of the District's cancellation process in Section 14 of this document.

- 32. Violation of these policies** - A fee for liquidated damages of two times the amount of deposit, will be imposed for violation of any facility rental regulation or misrepresentation of material information in the rental application, including but not limited to, misrepresenting the type of activity or sponsoring organization, misrepresenting residency of the Applicant, exceeding the capacity of the facility, misrepresenting if alcohol will be served or sold, or misrepresenting the number or age group of participants/guests. This fee will be imposed regardless of actual damage to the facility or increased cost incurred by the District in supervising the activity and is in addition to any such costs, which will be withheld from the deposit amount.
- 33. Nonprofit Groups** - Those wishing to rent the facilities under this category must provide evidence of their approved State of California nonprofit 501 (c) (3) status. Nonprofit groups may receive rentals at a discounted rate depending upon their type of rental upon approval from District staff but may not rent at discounted rates on Saturdays or while offering services, classes, or programs at a cost to the participants.
- 34. Denial of Rental Application** - In accordance with the rules and regulations for use of District facilities including rental of District facilities, request for use/rental may be denied for any of the following reasons, but not limited to:
- Rentals by individuals or organizations that have used the facilities in the past where problems have occurred, application may be denied, or additional conditions may be imposed.
  - Rentals by individuals or organizations who fail to accurately represent the application information required by Livermore Area Recreation and Park District or have repeated incidents of rule violations will be denied requests to use District facilities for a minimum of one year.
  - Livermore Area Recreation and Park District retains the right to refuse facility usage/rental at the discretion of the General Manager, or his/her designee.
  - Use may not be granted in any situation if District staff determines that such use would be detrimental to District facilities.
  - Livermore Area Recreation and Park District refuses facility usage for the intent of "private for profit" dances, and/or parties, except for approved state recognized nonprofit group.