



## Picnic Site Rental Conditions

### GENERAL RENTAL CONDITIONS:

- CITY may book additional events and programs before and after rentals.
- RENTERS or designated person(s) in charge must be present for the entire duration of the rental including set-up and clean-up.
- Parking is not guaranteed and may be limited. Storage is not provided before or after an event.
- The CITY is not responsible for damage or theft of any items.
- No equipment or fixtures may be moved or removed from the facility. DO NOT MOVE PICNIC TABLES.
- RENTER is responsible for any and all accidents or injuries to people or property resulting from facility use, as well as for guests in attendance to see that no damage is done and everyone conducts themselves in an orderly manner and according to local Health Orders.
- The CITY is NOT responsible for the interruption to an event that cannot be reasonably anticipated. The CITY reserves the right to close a park or facility due to unsafe conditions or inclement weather. CITY will make every effort to inform RENTER of any closures.
- RENTER may not confer any of its rights, duties, or privileges under this agreement on any third party.
- CITY reserves the right to photograph rentals and guests for potential use in advertising. All photos will remain the property of the City of El Cerrito.
- CITY encourages recycling of bottles and cans. Special receptacles are provided, and CITY encourages everybody to participate.
- RENTERS using vendor vehicles (for example: Food Trucks, Game Trucks, etc.) must have vehicles park legally on the street not blocking emergency exits.
- Per El Cerrito Municipal Code Chapter 8.06, the Smoking Pollution Protection Ordinance, smoking including all forms of tobacco, marijuana, and any other weed or plant, including vaporizing via electronic smoking devices, is prohibited in public places and City owned property.
- No food in EPS Foam Containers allowed in El Cerrito. Food ware made from expanded polystyrene foam (EPS) may not be served in El Cerrito. Renters must use reusable, recyclable, or compostable food ware.
- No alcohol is permitted at any CITY Park, including Picnic Areas.

### PICNIC AREA RENTAL CONDITIONS

- Parks close at sundown. Please make sure everyone has departed by sundown.
- Rainy day policy: Please advise our office on the first business day after your reservation if your picnic was cancelled due to rain. You will have the option to reschedule, or to receive a credit on your account to be used toward future reservations or any other activity/program registration with the El Cerrito Recreation Department. No refunds will be provided.
- All parks are open to the public. RENTER understands they do not get exclusive access to the Park, only to the designated Picnic site. Picnic site rental includes the picnic tables and associated BBQ only. Fields, Clubhouses and other sites are not included in the rental and may be rented by other parties at the same time as RENTERS.
- All trash must fit in proper receptacles. If RENTER and party produce more trash and/or recycling than fits in onsite receptacles you must bring the trash with you to throw out. If trash is left at the site not in a receptacle, the deposit will be withheld.

- Amplified sound must be limited to one small speaker. Neighbors and other users surrounding the Picnic Area should not be able to hear the music.
- Sparklers, open flames, and pyrotechnics are not allowed. Only coals for barbecuing are permitted. Please note the below REQUIREMENTS FOR OPEN BURNING IN HIGH FIRE AREAS.
- No structures, bounces houses, tumbling or trampoline-like devices are permitted in CITY parks except:
  - Cerrito Vista Park Picnic Area allows one bounce house.
  - RENTERS are required to obtain General Liability Insurance Certificate in the amount of one million dollars naming the City of El Cerrito as additionally insured.
  - RENTERS must understand they are renting a public park, other users may try to use the bounce house.

## **DEPOSITS AND FEES**

- Rental fees and refundable deposit are due at the time of reservation. Credit cards will be encrypted in to a secure, third party system under RENTER'S household name.
- The deposit is refundable unless:
  - More cleaning procedures are needed which are beyond the scope of normal maintenance,
  - There are repairs or replacement due to structural, property or equipment damage, or
  - The event exceeds the terms of the contract, including time frame.
- If all cleaning requirements were met, no damage occurred, and the rental did not exceed the terms of the contract, the CITY staff will refund the deposit. Please allow up to 2 weeks for processing of deposit refunds.

## **CANCELLATIONS & CHANGES TO RENTAL**

- Cancellation of confirmed rentals will be subject to the following conditions and fees:
  - Cancellation 2+ months prior to the event date, 100% of deposit retained.
  - Cancellation 2 months – 1 month prior to the event date, 100% of deposit and 50% of rental fees retained.
  - Less than 1 month prior to the event date, 100% of deposit retained, plus 100% of rental fees.
- If RENTER wishes to cancel the event or transfer the date, the cancellation must be submitted in writing via email to [recreation@ci.el-cerrito.ca.us](mailto:recreation@ci.el-cerrito.ca.us). For date changes, a \$21 transfer fee will be charged.
- Fees will not be refunded for rental times not used. Refunds will not be issued for rentals not used due to undesirable weather (only in cases of rain or poor air quality).

## **REQUIRED CLEAN UP**

- Picnic tables must be wiped down by RENTER after the event.
- All decorations, debris, food, beverages, etc. must be removed from the site. All trash must be placed in a trash bin. If bins are full, RENTER is responsible for bringing their excess trash home.
- The Picnic Area will be inspected by CITY staff to check for cleanliness following the rental. If there is any damage to the Picnic Area beyond normal wear, or the area has not been cleaned/trash is left behind, your deposit will be forfeited.
- RENTER has the ultimate responsibility of the Picnic Area, even if delegating cleaning to other guests or contractors (caterers, etc.).

## EL CERRITO FIRE DEPARTMENT REQUIREMENTS FOR OPEN BURNING IN HIGH FIRE AREAS

- No person shall build, light or maintain any outdoor fire on park property except within designated personal cooking appliances. Personal cooking appliances are defined as a permanent or portable barbeque, portable hibachi, and gas or propane camp stove.
- Placement of portable cooking appliances should not scorch, burn or otherwise damage lawns or tabletops.
- Placement of portable cooking devices shall not be within 30 feet of grass, weeds, brush, or buildings.
- All burning fuels such as wood or charcoal must be thoroughly extinguished within permanent barbeques prior to abandonment of the designated site.
- All burning fuels such as wood or charcoal must be thoroughly extinguished with portable cooking appliances and dumped within designated coal dump boxes.
- It is unlawful to dispose of coals in garbage cans or refuse bins.
- It is unlawful to dispose of trash within personal cooking appliances.
- On designated extreme fire hazard days, known as "Red Flag Warning Days," all open burning (including the use of site BBQ's and personal cooking appliances) is suspended.
  - Red Flag Warnings are issued by the National Weather Services and indicated by signage posted at facilities by the El Cerrito Fire Department.
  - By reserving a picnic site, RENTER acknowledges that Red Flag Warnings are a possibility, and agrees to abide by this policy. Cancellation requests due to Red Flag Warnings will NOT be approved.
- On designated severe fire hazard days, the conditions may necessitate park closure.

## SPECIAL FACILITY USE CONDITIONS: COVID-19

- Per State Health Guidelines, group gatherings are limited to 50 people maximum while in the orange tier, AND 100 people maximum in the yellow tier. This includes everyone present, including hosts and guests. Individual site capacities may be less than this and MUST be adhered to regardless of guidance.
- Face coverings must be worn the entire time, except when eating or drinking.
- Renter is responsible for providing hand sanitizer or other hand sanitation supplies for all guests. **Restroom available at all parks but requires a key and is not cleaned between each use. To arrange key pick-up, email [recreation@ci.el-cerrito.ca.us](mailto:recreation@ci.el-cerrito.ca.us) (appointment required; appointments only available M-Th 9am-4pm).**
- Facility may not be used by renter and/or guests if exhibiting any symptom(s) of COVID-19 including fever (at or over 100°F), chills, cough, shortness of breath or difficulty breathing, muscle or body aches, headache, sore throat, nausea, vomiting, diarrhea, congestion, or new loss of taste or smell OR they or any member of their household has been diagnosed with COVID-19 or has a suspected diagnosis of COVID-19 or pending COVID test or come into close contact with someone diagnosed with COVID-19 OR are under isolation or quarantine orders.
- Renters and guests may be exposed to COVID-19 while attending activities and events in public facilities, including public parks and picnic areas. Such exposure carries risk of infection, serious illness, or death for both court user and their household members. Renters are encouraged to disinfect surfaces before and after event, practice good hand hygiene, and keep a list of people who attended for potential future contact tracing needs. The CA Department of Public Health recommends gatherings be limited to 2 hours or less and that people at higher risk of severe illness or death from COVID-19 (such as older adults and people with chronic medical conditions) refrain from attending group gatherings.

By reserving a picnic site online, renter agrees that they understand the above requirements for open burning in high fire areas and that on severe fire hazard days, usually designated by a Red Flag Warning, they may not be able to utilize the BBQ of the Picnic Area. Renter agrees that they are aware of the risks of using public facilities such as parks, picnic areas, play structures, and restrooms during the COVID-19 Pandemic and acknowledges that the possibility of COVID-19 transmission cannot be eliminated. Online reservations contain a release of liability and waiver of all claims.