



## ENDEAVOR HALL FACILITY USE POLICIES

I, the undersigned, have read, understand, and agree to comply with the following policies and procedures, written or implied, regarding the use of Endeavor Hall.

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Date

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

Event Hours: \_\_\_\_\_ to \_\_\_\_\_

### Facility Description:

1. The facility address is 6008 Center Street, Clayton, California 94517, located on the southeast corner of the Center Street and Oak Street intersection in downtown Clayton.
2. The floor area in the hall is approximately 25' wide x 35' long (**875 square feet**) with an additional stage area being approximately 20' wide x 20' long (**400 square feet**).
3. The indoor facility hall has 90 cloth covered chairs (to remain indoors) and 25 rectangular tables (6' x 30") which are permitted for outside use.
4. The indoor hall floor area has a capacity of 87 people for seated dining and up to 187 for assembly.
5. The outdoor courtyard has capacity for an additional 50 people for seated dining and is approximately 1,200 square feet with a 15' x 15' trellis.
6. The outside courtyard area is equipped with 32 resin chairs and 8 resin tables (ranging from 35" to 37" in diameter).
7. The facility is completely accessible by ADA and Title 24 standards.
8. The Endeavor Hall parking lot is located adjacent to the side of the building and has 44 parking stalls, one of which is a designated handicapped stall. The Endeavor Hall parking lot is open to the public and available on a first come first serve basis only. Plenty of public parking is located around the facility as well.
9. The facility is equipped with heating and air conditioning. (Please note: Cool building temperatures cannot be maintained with doors opened for an extended period of time during hot weather.)

### Rental Availability:

The Endeavor Hall facility is available to be rented for private events on the following days and times:

- Sunday 8:00 a.m. to 10:00 p.m.
- Monday through Thursday 8:00 a.m. to 10:00 p.m.
- Friday 8:00 a.m. to 12:00 a.m.
- Saturday 8:00 a.m. to 12:00 a.m.

## **Reservation Procedures:**

1. Applications must be delivered over the counter on the third floor of City Hall, by mail, or be submitted online using the City's reservation portal. The City Hall building is located at 6000 Heritage Trail, Clayton, CA 94517. City Hall office hours for reservations and inquiries are Monday through Friday 9:00 a.m. - 5:00 p.m. Please allow for adequate time to complete a reservation over the counter prior to the close of the business day.
2. Reservations are accepted on a first come-first served basis, a maximum of one year in advance.
3. A refundable security deposit is required with a completed application to hold the reservation date. Refer to the Refundable Deposit section below for additional information. Applications are not considered final until refundable deposit payment is received.
5. Reservation fees and any other permit fees as applicable (i.e. noise permit, alcohol permit, etc.) must be paid at least 30 days prior to the event.
6. There is a four (4) hour minimum rental charge for weekend events and two (2) hour minimum rental charge for weekdays. Weekdays are defined as rentals occurring Sunday 5:00 pm through Friday 5:00 pm. Weekends are defined as rentals occurring Friday 5:00 pm through Sunday 5:00 pm.
7. All reservations are billed in one (1) hour increments.
8. Events, including time for take-down shall cease no later than 12:00 a.m. on Friday and Saturday evenings; and no later than 10:00 p.m. Sunday - Thursday evenings.
9. Rental time in application must include all set up and clean up.
10. Applicant must present to the City a valid California driver's license/identification card one month prior to the event.
11. The City reserves the right to set aside times for potential City related functions, but will not bump previously scheduled events except in emergencies. Full refunds are available in this case if applicant cannot accept rescheduled dates and time.
12. The City reserves the right to refuse to rent to persons or groups who have abused the rental privilege in the past, or who will use the building for activities or functions that are inconsistent with intended community purposes.
13. Acceptable reservation fee and deposit payment methods include: check, cash, money order, or cashier's check, credit/debit card. Check payments must be made payable to the "City of Clayton."

## **General Use Policies:**

1. All fees and use policies/regulations are subject to change.
2. Applicant must be at least 21 years of age.
3. The consumption, serving and/or selling of alcoholic beverages is prohibited except by special City Alcohol Use Permit. Please refer to Master Fee Schedule for the current Alcohol Use Permit fee amount.
4. A City-issued Noise Permit will be required for any "live" music or amplified "noise" and equipment used outdoors. Please refer to the Master Fee Schedule for the current Noise Permit fee amount.
5. The applicant and all adult participants will be personally responsible to ensure that no minors possess or consume alcoholic beverages.
6. Groups composed primarily of minors must be supervised by a minimum of one adult for every ten minors.
7. Smoking is prohibited in all areas of the building and courtyard.
8. No pets are allowed inside the building (the only exception is trained guide dogs for the impaired).
9. The applicant will be required to execute the Hold Harmless agreement on the use application.
10. The City does not supply any linen.

11. The applicant is responsible for having a receipt on site to show proof of rental.
12. Users shall enter and leave the facility at the time specified on the approved application. If user exceeds reservation time by 15 min., additional fees will be deducted from the deposit in minimum half hour increments. At the discretion of the City, additional penalties may be incurred if time overage impacts a following event.
13. Advertising, petitions, solicitations or sales are prohibited except with prior written permission of the City Manager.
14. Portable **gas** grills/barbeques are allowed in the courtyard area only. **No charcoal or briquette barbeques are allowed except in the side parking lot.** Charcoal/briquettes must be removed offsite by the user. They are not allowed to be disposed of in any of the onsite trash containers or dumpster. There will be a \$100 fee for clean up/removal of any leftover charcoal or briquettes.
15. A facility attendant will meet you at your specified time to unlock the facility and will be available during the event should he/she be needed. The attendant will be responsible for securing the facility after the event.
16. Conditions specified are for private event rentals where alcohol is being served or otherwise available for consumption at no cost to attendees. If alcoholic beverages are to be sold at rental event, the renter must obtain a separate State of California Alcoholic Beverage Control (ABC) liquor license on their own and present it to the City prior to the event.
17. Fundraisers or other event rentals open to the general public where food is being sold or made otherwise available must obtain a temporary food event permit from Contra Costa County Health Services ([www.cchealth.org/eh](http://www.cchealth.org/eh)) as required by the law and present this to the City prior to the event. The permit must be submitted to the County at least two weeks prior to the event to avoid late fee charges.
18. A fully executed facility use application establishes a non-transferrable and non-assignable rental use agreement valid solely between the City of Clayton and applicant. The right to use City facility premises as specified in the application may not be sub-leased, assigned, or transferred in any manner. Any such sub-lease, assignment or transfer shall be null and void and shall result in termination of applicant's right to use the facility under the rental use agreement and loss of future rights to reserve the facility.

### **Decorations and Equipment:**

1. Decorations and/or equipment must be free standing or on tables (no stapling, tacking, screwing, nailing or taping to walls, windows, doors, floors, blinds or furniture).
2. No candles allowed, except the Unity Candle and short votive or tea candles enclosed in a fire safe container.
3. Exits and exit signs must not be obstructed in any way.

### **Insurance Requirements:**

1. All applicants shall provide the City of Clayton with proof of valid insurance coverage as evidenced by a certificate of insurance or declarations page.
2. Such certificate shall provide coverage for bodily injury and property damage liability in the amount of \$2,000,000 and \$1,000,000 respectively per occurrence. Additionally, if alcohol is being served or otherwise consumed at the event, the insurance policy shall provide host liquor liability coverage in the amount of \$2,000,000 per occurrence.
3. The insurance policy shall name the City of Clayton, its officers, employees and volunteers within an additional insured policy endorsement page in conformance with the Hold Harmless Agreement and

must specify that the applicant insurance shall be primary to any insurance carried by the City and without offset to City's policies.

4. The insurance policy shall be properly executed with an original signature of an authorized agent of the insurance company and is due at the time final payment is made. For an additional fee the applicant may purchase special event insurance from the City. Please call for a quote.
5. Contact your insurance agent regarding whether or not your homeowner's policy may be extended to cover your event.

### **Kitchen Facilities Available:**

The Endeavor Hall facility is fully equipped with commercial kitchen amenities for rental events including the following:

- Six burner gas stove with griddle.
- Double gas oven
- Very large 38 cubic foot refrigerator.
- Large 3.5 cubic foot freezer.
- Dishwasher (to be used only by professional caterers).
- Plenty of stainless steel counters space.
- Stainless steel double sink.
- Users must bring their own pots, pans utensils, etc. for food preparation.

### **Cleaning Requirements:**

The applicant will be responsible for the set-up of their own event and the clean-up of the facility after their event. Please leave the facility (including main hall, courtyard and kitchen) as you found it. Trash cans, recycling containers and bags will be provided. Cleaning equipment can be found in the kitchen for the kitchen only and storage room (off the stage area for the Hall only) and must be returned to their storage place in good working order. Please perform the following:

- Pick up garbage debris and recyclables inside and outside the facility, seal in plastic bags, and place in appropriate dumpsters behind the facility.
- Pick up rest rooms – Be sure all toilets are flushed.
- Return the chairs and tables to the storage closet next to the stage, unless directed otherwise.
- Wipe off all tables and chairs used.
- In kitchen, remove all food particles from sinks, wash with dish soap and hot water, spray with disinfectant, and dry with a clean, damp rag.
- Each piece of kitchen equipment used must be cleaned (i.e. microwave, refrigerator, oven, etc.).
- Sweep and mop kitchen floors if visually dirty or spills occurred. (Do not use the kitchen mop on the wood floor in the main hall)
- Sweep all debris from the hall floor and wipe up any spills.
- Remove all decorations.
- Remove personal belongings from the facility.

### **Caterer Requirements:**

- Caterer must have valid and current City Business License 30 days prior to the event.

- Caterer must maintain (and provide copies to the City 30 days prior to event) during the term of these Rental Procedures, the following insurance:
  - Commercial general liability insurance written through carriers acceptable to the City of Clayton.
  - Such certificate shall provide bodily injury and property damage liability protection in the amount of \$2,000,000 and \$1,000,000 respectively per occurrence.
  - The insurance policy shall name the City of Clayton, its officers, employees and volunteers within an additional insured policy endorsement page and must specify that the caterer's insurance shall be primary to any insurance carried by the City.

### **Rental Fees:**

Rental fees are set and approved by the City Council and are subject to amendment from time to time. To view the current fees please review the City Master Fee schedule. Applicants must show proof of residency (i.e. California driver's license or utility bill) to receive the stated Clayton Resident rate. Different rental rates are applicable for weekend and weekday events.

### **Refundable Security Deposit:**

The \$500 reservation deposit will be applied to cover extra cleaning and/or damage costs incurred by the City. There is a \$1,000 reservation deposit when hard alcohol is being served or available for consumption. Your full deposit will be returned to you within 30 days following the event as long as there has been no damage to floors, walls, equipment, furnishings, or landscaping and extra cleaning is not required. Following the event, the facility will be subject to an inspection by a City Facility Attendant to verify the necessary cleaning procedures were completed by the renter as well as to document any damage to the facility grounds, fixtures or equipment (Exhibit A). Any time incurred by City staff to perform cleaning that is the responsibility of the renter or to repair damage to the facility, fixtures or equipment will be recovered from the security deposit. You will be billed for any damages exceeding your deposit. The determination of the assessment of additional charges shall be at the sole discretion of the City. In addition, if user exceeds reservation time by 15 min., additional fees will be deducted from the deposit in minimum half hour increments. At the discretion of the City, additional penalties may be incurred if time overage impacts a following event.

### **Indemnification:**

Applicant shall indemnify, defend and hold harmless the City of Clayton, its officers, employees and volunteers against and from claims or suits for damages or injury to the extent arising from applicant's negligent act, error or omission of this Facility Use Policy and shall further indemnify and hold harmless the City of Clayton, its officers, employees and volunteers against and from claims or suits to the extent arising from any negligent performance and against and from all costs, attorney's fees and costs of defense, expenses, and liabilities related to claim or action or proceeding brought within the scope of the indemnification.

### **Cancellation Policy:**

Cancellation requests must be made in writing by the applicant. Reservation rental time changes, date changes, and cancellations will be handled in accordance with the Master Fee Schedule adopted by the City Council in place at the time written notification of cancellation and/or reservation change is received.

*Last Revised: September 27, 2018*



## ENDEAVOR HALL RENTAL INSPECTION CHECKLIST

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

Renter Last Name: \_\_\_\_\_

Event attendant shall perform a facility inspection walk-through after the event. Indicate with a checkmark that you completed the required service or indicate that the area does not apply by marking "NA" in each of the following areas:

- Garbage debris and recyclables are picked up from inside and outside the facility, sealed in plastic bags, and placed in the dumpsters behind the hall.
- Furnishings are returned to their original location including chairs, tables, trash cans, etc.
- Tables and chairs are clean and returned to the storage closet.
- Kitchen Countertops and sinks are wiped down and clean.
- Microwave/Refrigerator/Oven/Ice Chest emptied and cleaned of all food spills.
- Floors are clean (swept w/dry mop) and sot cleaned if spills happened.
- Decorations are removed.
- Personal belongings are removed from the facility.
- Doors are locked and secure.

Renter Time-In: \_\_\_\_\_ a.m/p.m.

Renter Time-Out: \_\_\_\_\_ a.m/p.m.

Comments regarding the condition of the facility and equipment/furnishings or other issues encountered:

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I have completed a walk-through of the facility and performed the tasks stated above. Everything has been left in good order in accordance with the facility use policy except as noted above. A box not checked above may indicate extra maintenance or cleaning is necessary to be funded by the underlying rental security deposit. By signing below you confirm the completion of the inspection after the rental group activity and the accuracy of this inspection form to the best of your knowledge. **Please return this completed form to the City the next business day following the date of the event.**

Facility Attendant Signature: \_\_\_\_\_ Date: \_\_\_\_\_