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Kensington Police Protection & Community Services District
10940 San Pablo Ave., Bldg. B, El Cerrito, CA 94530
(510) 526-4141

**POLICY FOR USE OF
THE KENSINGTON COMMUNITY CENTER:**

Please read the first three pages carefully & thoroughly and sign. If you have any questions, please call.

The premises and facilities of Kensington Community Center and Park, located at 59 Arlington Ave., are for the recreational and education purpose of Kensington residents. Priority of use will be given to Kensington based youth groups and then to Kensington-sponsored organizations. Private users will be considered if there is available time and space. Final judgment on the eligibility of groups is reserved to the Kensington Police Protection and Community Services District and its authorized representatives. Be mindful that other events may take place at the center at the same time depending on capacity and available space at the premises and facility

LIABILITY & IDEMNITY:

User shall indemnify and hold harmless the District, its employees, officers, directors and independent contractors (collectively "Agents") of District against and from any and all claims, liabilities, judgments, costs arising from User's use of the Kensington Community Center or from any activity done, permitted or suffered by User in or about the Kensington Community Center. If any action or processing is brought against District by reason of such claim upon notice from District, User shall defend the same at User's expense by counsel reasonably satisfactory to District. The obligations of User and District under Liability Insurance shall survive any termination of the Agreement.

LIABILITY INSURANCE:

It is required to provide a Certificate of Liability Insurance naming the **Kensington Police Protection & Community Services District as additional insured in the amount of one million dollars (\$1,000,000)**. The certificate should state that the policy covers the District as an **ADDITIONAL INSURED**. The certificate must state the date of the event. The insurance certificate must be delivered to the District via email or regular post 30 days prior to event. Insurance can be obtained through the User's homeowner or renters insurance or at www.PrivateEventinsurance.com or www.EventHelper.com.

CANCELATION POLICY:

All payments/contract must be submitted within 2 weeks prior to date of event. If payments or contracts are not submitted within 2 weeks of event date, your rental date will be released. If applicant cancels, 1 week prior to event date a 50% of the deposit check will be forfeited.

I hereby apply to the Kensington Police Protection & Community Services District for permission to use the facilities located at 59 Arlington Ave. I have read, agree to and will enforce the procedures, policies and regulations listed on this application, representative of the Services District has approved it in writing.

****Signature:** _____

Date: _____

POLICY/LIMITATION OF USE OF KENSINGTON COMMUNITY CENTER

- ❖ **To qualify for the Kensington Resident Discount Rental Rate, the individual needs to provide a valid check and CDL with a current Kensington address listed. This person will be responsible for any damages which may occur. If neither check nor CDL have current Kensington address, please bring proof with a utility bill or discount will not be given.**
- ❖ The use of facilities is limited to the contract day, time and room. Other events may take place at the premises of the Center and Park, depending on capacity and available space.
- ❖ Deposit fee may not be applied towards hourly rental fee.
- ❖ All tables are inspected before and after event. If any table(s) are returned in a non-working order users will be responsible for a \$150 replacement of a new table. Please let us know if any damages occur to the tables during your event. All tables MUST be covered with tablecloths – **NO EXCEPTIONS!!**
- ❖ Tables ARE NOT TO BE TAKEN from the premises without consent from KPPCSD.
- ❖ Tables are to be used INSIDE THE COMMUNITY CENTER and outside on the GRASSY AREA ONLY!
- ❖ Do not glue, staple, or nail anything to walls or doors. Please use painters tape and **do not** cover exit sign with decorations.
- ❖ **Ladder, tape, staples or other equipment will be NOT provided.**
- ❖ **DO NOT** place masking tape or any other type of tape on the floor of the center. The tape damages the finish that is on the floor.
- ❖ **A refundable cleaning deposit is required (See fee schedule) and will be returned after 10 days of event, if facility is left in a pre-event condition or better. If any damages or trash is left behind, will result in a loss of deposit amount.**
- ❖ Any alcohol consumption must comply with the “Permit for Serving Alcohol in the Community Center” and applicable District, County, and State Laws. Permit will be required **if selling** alcohol.
- ❖ Gambling at or near the Community Center is prohibited.
- ❖ **Youth and Teen Events – sponsor must provide one adult, over 21 years of age, for each ten (10) youth/teen attending the function.**
- ❖ **Underage drinking will not be tolerated and is illegal in the state of California. Any adults providing alcohol to anyone under the age of 21 will be held to the full extent of the law.**

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- ❖ Users will be responsible for maintain order inside and outside the Kensington Community Center at all times.
- ❖ Parking is available in the lower parking lot and designated parking space on Park Grounds. The driveway is to remain clear for deliveries.
- ❖ Observe fire safety when decorating inside the Community Center, side rooms and kitchen area.
- ❖ **An officer will be out to ensure all persons have vacated the premises by the agreed upon time in your contract and that the facility has been left in its original condition or better.**
- ❖ All groups using the Community Center in the evening are expected to be reasonably quit upon leaving.
- ❖ **Parents are expected to pick up or make arrangement for the transportation of youth people.**
- ❖ **All parties and entertainment must end by 11:30PM. Facility must be vacated by midnight unless other arrangements have been with KPPCSD. In deference to local residents, all loud music must be brought to an acceptable level by 10:00PM. Kensington Police Department will be noticed if your event becomes a disturbance to neighbors after 10:00PM.**
- ❖ Users will comply with all ordinances, statutes, laws and regulations of the State of California, the Country of Contra Costa, and the Kensington Police Protection and Community Services District as they apply to these facilities.

X

By signing you acknowledge that you have read, understand, and accept each policy/limitations in its entirety.