



APPLICATION AND AGREEMENT FOR USE OF VETERANS' MEMORIAL BUILDING



CONTRACT # _____ - _____

APPLICANT INFORMATION:

NAME OF APPLICANT _____

APPLYING ON BEHALF OF (Organization) _____

TELEPHONE NUMBER(S) _____

EMAIL ADDRESS _____

ADDRESS OF APPLICANT OR ORGANIZATION _____

CITY _____

STATE _____

ZIP CODE _____

EVENT LOCATION / INFORMATION:

- Albany Veterans' Memorial Building:** 1325 Portland Ave., Albany, CA 94706 (Tel: 510-525-9316)
- Fremont/Niles Veterans' Memorial Building:** 37154 Second St., Fremont, CA 95436 (Tel: 510-790-2853)
- Hayward Veterans' Memorial Building:** 22737 Main St., Hayward, CA 94541 (Tel: 510-582-9757)
- San Leandro Veterans' Memorial Building:** 1105 Bancroft Ave., San Leandro, CA 94577 (Tel: 510-352-3785)

Type of Event/Activity: _____
(Wedding, reception, memorial, recital, fundraiser, etc.)

Estimated # of Guests: _____ Will alcohol be present? Yes No

Event Date(s): _____ One Time Rental Ongoing Rental

Set Up/Arrival Time: _____ (AM/PM) to _____ (AM/PM) Hours Needed: _____

Event Time: _____ (AM/PM) to _____ (AM/PM) Hours Needed: _____

Clean Up/Departure: _____ (AM/PM) to _____ (AM/PM) Hours Needed: _____

Total Rental Hours: _____

Note: Rental Hours must include all time needed for decorating/set up, event, and clean up. Rentals that exceed the contracted rental time will be subject to overtime fees.

Room(s) Reserved* _____

**I understand there may be other group meetings in other rooms within the Hall at the time of my rental.*

Applicant's initials _____

Other facilities/items needed (kitchen, bar, stage, etc.): _____



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EVENT RENTAL FEES:

Room Fee: \$ _____ (Per Hour) X _____ (# of Hours) = \$ _____
Room Rental Fee Total Rental Hours Total Room Fee

Attendant Fee: \$ _____ (Per Hour) X _____ X _____ (# of Hours) = \$ _____
Attendant Fee # of Attendants Event + Clean Up/Departure Total Attendant Fee

Security Guard Fee: \$ _____ (Per Hour) X _____ X _____ (# of Hours) = \$ _____
Security Guard Fee # of Guards Event + Clean Up/Departure Total Security Guard Fee

Total Event Rental Fees: (Total Room Fee + Total Attendant Fee + Total Security Guard Fee) = \$ _____
Total Event Rental Fees

SET UP/ARRIVAL FEES:

Set Up/Arrival Attendant Fee: \$ _____ (Per Hour) X _____ (# of Hours) = \$ _____
Attendant Fee Set Up/Arrival Hours Attendant Fee (Set Up)

Set Up/Arrival Security Guard Fee: \$ _____ (Per Hour) X _____ (# of Hours) = \$ _____
Security Guard Fee Set Up/Arrival Hours Security Fee (Set Up)

Total Additional Fees: (Set Up/Arrival Attendant Fee + Set Up/Arrival Security Guard Fee) = \$ _____
Total Set Up Fees

SPECIAL EVENT LIABILITY INSURANCE FEES:

Applicants are required to have minimum insurance coverage as set forth below. This insurance may be purchased through the County or independently by the applicant. If insurance is obtained through the County the terms for the purchase of insurance are contained in a separate document and a certificate of insurance will be provided. Liquor Liability Insurance is required for any event where alcohol is present (dispensed or sold).

Special Liability Insurance Fee: = \$ _____
Insurance Fee

Liquor Liability Insurance Fee: = \$ _____
Liquor Liability Fee

Total Insurance Fees: (Insurance Fee + Liquor Liability Fee) = \$ _____
Total Insurance Fees

REFUNDABLE SECURITY DEPOSIT:

A security deposit of \$250 is due at the time of booking to reserve the facility. Please see the security deposit section below for further reference.

Security Deposit Fee: = \$ _____
Security Deposit

GRAND TOTAL: (Total Event Rental Fees + Total Set Up Fees + Total Insurance Fees + Security Deposit) = \$ _____

BALANCE DUE DATE: _____

PAYMENT: Full payment is due by the balance due date identified above or 30 days before the rental date. If payment is not received, the event will be subject to cancellation without refund of any funds deposited.

EXECUTED:

APPLICANT DATE

VETERANS' MEMORIAL BUILDING SECRETARY DATE



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RENTAL TERMS AND CONDITIONS

1. **RENTAL FEES:** Full payment is due by the balance due date identified above or 30 days before the rental date. If payment is not received, the event will be subject to cancellation without refund of any funds deposited.
2. **SECURITY DEPOSIT:** Security deposit of \$250 is due at the time of booking to reserve the facility. Deposit will be returned once the event has occurred and it is determined the hall was properly cleaned and there is no damage to the hall or any other outstanding fees. Please see the cleanup and property requirements below. The County will deduct from the deposit any costs and fees and return any balance. If costs and fees exceed the security deposit, the applicant is responsible for full payment of the amounts. Please see additional fees and charges section below for further reference.
3. **CANCELLATION POLICY:** If for any reason the applicant cancels the event within fifteen (15) days of said function, all amounts paid will be forfeited. Applicant will be returned the security deposit.
4. **INSURANCE REQUIREMENTS:**
 - a. Minimum requirements: Prior to occupancy of premises, the Applicant or organization shall provide a minimum of \$1,000,000 Commercial General Liability (AKA Special Events Liability) naming the County of Alameda (herein "County") as an Additional Insured.
 - b. Proof of Insurance: A Certificate of Insurance must be returned with the signed Rental Terms and Conditions. If liquor is dispensed and/or sold, liquor liability insurance must be obtained by Applicant and evidence of the insurance provided. A one-day liability rider on a homeowners or business policy may be provided in lieu of Commercial General Liability with a minimum coverage limit of \$1,000,000. The Certificate of Insurance is due 30 days prior to the event.
 - c. Purchase option: Insurance may be obtained from Alliant through the County.
5. **ALCOHOL USE:** Renter must inform Alameda County of the intention to serve or sell alcoholic beverages at the time of application.
 - a. Liquor Liability Insurance is required for any event where alcohol is present (dispensed or sold).
 - b. Beer, wine, and champagne are the only alcoholic beverages allowed. Hard liquor is never permitted.
 - c. If beer, wine, or champagne is sold, an Alcohol Beverage Commission (ABC) permit must be obtained by the Applicant at the ABC office located at 1515 Clay Street, Suite 2208 in Oakland. The undersigned will be responsible for obtaining an ABC permit for the event, must have it posted in the Veterans' Memorial Building during the event, must deliver a copy to VMB Staff at least 30 days prior to the event and must comply with all applicable ABC regulations.
 - d. Security guard must be present when alcohol is served. Alcoholic beverages shall not be dispensed unless a security guard present.
 - e. If alcoholic beverages are being dispensed and minors are observed drinking by Veterans' Memorial Building staff or security guards it will be grounds for immediate termination of the event, without refund.
6. **ATTENDANT REQUIREMENTS:**
 - a. One County attendant is required for all reservations of the Veterans' Memorial Buildings. This attendant will provide access to the building and will be present for the duration of the rental.
 - b. Two County attendants are required for events with 151 or more guests.
7. **SECURITY REQUIREMENTS:**
 - a. One security guard is required for all reservations of the Veterans' Memorial Buildings.
 - b. For all events where alcohol is being served or sold, an additional security guard will be required per every 50 guests.



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- c. Security is required from the arrival to departure time of the rental period.
- d. The County will supply security officers for each event. The cost for the security officers will be charged to the applicant.

8. EVENT REQUIREMENTS:

- a. Renter shall designate two (2) representatives authorized to make decisions or respond to questions/problems on the day of the event. These contacts shall be introduced to both the attendant and security guard at the beginning of the rental.
- b. Renters are solely responsible and answerable for any and all accidents or injuries to person(s) or property resulting from the rental usage. Renter is responsible for the control and supervision of all guests in attendance during the rental and shall ensure no damage is done to the facility, and that everyone conducts themselves in an orderly manner. If any incidents, injuries or lack of supervision is observed by the Veterans' Memorial Building staff or security guards it will be grounds for immediate termination of the event, without refund.
- c. Renters must reserve sufficient time for the event including all necessary rental setup and cleanup. Caterers, vendors or members of the rental will not be allowed access to the facility prior to your contracted rental time.
- d. Renter shall not use any unassigned rooms or furniture.
- e. All music or sound shall stop by 10:00 PM.

9. CLEAN UP REQUIREMENTS: Applicant is responsible for clean-up and condition of the facility at the end of the rental. Applicant will be charged if the building is not restored to the pre-event condition at the end of the event. The renter's responsibilities for clean-up include, but are not limited to:

- a. All food, decorations, table covers, etc. must be removed from the facility.
- b. All equipment or supplies must be removed from the facility.
- c. All spills, splatters, and debris cleaned up from tables, chairs, floors, bar countertops, etc.
- d. All kitchen surfaces must be free of grease, food particles, and spills.
- e. Freezer and refrigerator must be cleaned and clear of food.
- f. All garbage, recycling, and compost must be in the appropriate containers.
- g. All tables and chairs must be broken down and put away.

10. PROPERTY DAMAGE: Applicant shall be responsible for all property damage to the Veterans' Memorial Building arising out of, or occurring in connection with, the rental of the facility. Such damages will be itemized and deducted from the refundable security deposit, an itemized statement of such damages in excess of the deposit will be provided to Applicant, and Applicant shall remit the itemized amount in full to the County within 30 days of Applicant's receipt of the statement. County may also seek recovery of property damages from any available insurance. If there is no property damage, and the facility is returned to its pre-event condition, the entire security deposit will be refunded to Applicant.

11. SUPERVISION OF CHILDREN: Children, under the age of 12, must at all times be supervised by parents or a designated "child monitor". Applicant agrees that children will not run, play or stand on chairs while in the Veterans Memorial Building. Children are not allowed in the kitchen and shall not touch, play, or tamper with any of the building-related equipment, including but not limited to any stage elevator, lighting, heating equipment, and building life-safety systems. Applicant further agrees that the parents or monitors are solely responsible for any accidents, injuries, damages, fees or fines incurred in such activity; and that the Veterans Memorial Building will not assume liability for such prohibited activity or related fees/fines/costs of repair.

12. NO LOITERING: The front of the building is to remain free of loiterers at all times. Smoking is permitted at a minimum distance of 30 feet from the nearest building door, window, air intakes or vent. No beverages are allowed outside the building. Any continued loitering after being warned by Veterans' Memorial Building staff,



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County staff, or security guards, or consumption of any beverages outside the building will be grounds for termination of the event with no refund or recourse

13. VOLUME: All sound, including any amplified sound or music, shall be at a reasonable sound level. All amplified sound or music shall stop by 10:00 p.m.

14. DEPARTURE/CLEANUP: All guests will vacate the building by 11:00 p.m. These restrictions and curfew will be strictly enforced.

15. FINES AND CITATIONS: Applicant is deemed solely responsible for any fines/fee/citations arising out of or occurring in connection with Applicant's use of the Veterans' Memorial Building.

16. PROPERTY: Property belonging to the Applicant, guests, visitors or entertainers is the sole responsibility of the Applicant; Alameda County is not responsible for lost, stolen, or damaged property inside or outside of the building.

17. ADDITIONAL FEES AND CHARGES:

- a. The County reserves the right to charge additional fees for damages to the premises, improper use of the premises or additional cleaning costs incurred.
- b. There will be a \$25.00 charge for all returned checks.
- c. Overtime is any time after the rental contracted time ends. Overtime fees are two times the hourly rates contained above, billed in half-hour segments. Any overtime fees will be assessed and deducted from the security deposit and the Applicant will be billed for additional amounts.

18. IDEMNIFICATION: "Applicant" means both the individual completing the Application for Use of Facility and any group or organization on whose behalf the application has been made. Applicant shall defend, hold harmless and indemnify County of Alameda and the Veterans' Memorial Building Commission, their officers, employees, and agents (collectively "Indemnities") from and against any and all claims, losses, damages, liabilities or expenses, including reasonable attorney fees incurred in the defense thereof, for death or injury to any person or persons (including employees or invitees of Applicant or County) or damages to any property (including property of Applicant or County) which arises out of or is in any way connected with the use of the premises under this rental arrangement (collectively "Liabilities"), except where such Liabilities are proximately caused solely by the willful misconduct of Indemnities'.

By signing below, Applicant certifies under penalty of perjury that the facts stated in the attached application are true to the best of their knowledge. Applicant acknowledges having received, read and by signing below agrees to all Rental Terms and Conditions, for themselves, and on behalf of the organization.

APPLICANT

DATE

VETERANS' MEMORIAL BUILDING SECRETARY
(Or appointee)

DATE



COVID-19 ACKNOWLEDGEMENT FOR USE OF VETERANS' MEMORIAL BUILDING



CONTRACT # _____ - _____

APPLICANT COVID-19 ACKNOWLEDGEMENT:

Applicant hereby acknowledges the following:

- 1. It is the responsibility of the Applicant to ensure that all Local and State guidelines and Local public health orders regarding the outbreak of the Novel Corona Virus (ie., COVID-19) are followed by all guests in attendance; both adults and children. **Initial:** _____
- 2. I agree that all guests in attendance will be wear face coverings for the duration of the event, except while eating/drinking. **Initial:** _____
- 4. I agree to follow all Alameda County public health orders in effect on the date of the event. **Initial:** _____

By signing below, Applicant acknowledges having received and read the terms as stated above and agrees to these terms, for themselves, their guests, and on behalf of their organization

APPLICANT SIGNATURE

DATE