



# RESERVATIONS CONDITIONS & GUIDELINES

GOLDEN RAIN FOUNDATION • ROSSMOOR WALNUT CREEK

Rossmoor Walnut Creek has a variety of facilities available for all your reservation needs. For availability or to schedule a viewing appointment, please email [RoomReservations@rossmoor.com](mailto:RoomReservations@rossmoor.com)

Creekside Clubhouse	1010 Stanley Dollar Drive
Dollar Clubhouse	1015 Stanley Dollar Drive
Event Center	1021 Stanley Dollar Drive
Gateway Clubhouse	1001 Golden Rain Road
Hillside Clubhouse	3400 Golden Rain Road
Park Picnic Areas	Various Locations

## I. GENERAL CONDITIONS

The following reservation conditions and policies apply to all reservations made at any indoor or outdoor facility.

### A. TERMS OF RESERVATION

#### 1. ELIGIBLE LESSEES

- a. LESSEES are the reservation applicant. Eligible LESSEES include:
  - i. Rossmoor Resident – for the purposes of a function that is directly hosted by the resident, with no limitation on the percentage of non-residents in attendance.
  - ii. HOA or Mutual – for the purposes of legally required meetings, discretionary meetings, or social events coordinated by Mutual Board approved designee.
  - iii. RWC Clubs Approved Organizations) – that meet the criteria set in RWC Policy 302 and have been approved by the Recreation Department.
- b. No outside organizations or non-resident reservations are permitted.

#### 2. GENERAL

- a. Facility Reservation Applications may be submitted in person at the Gateway Clubhouse-Recreation Office or by email to [RoomReservations@rossmoor.com](mailto:RoomReservations@rossmoor.com). The application process is outlined in **Section II. Indoor Facility Reservations**.
- b. **Completing a reservation application does not guarantee a reservation, facility reservations are not secured until a contract has been signed by RWC staff and the LESSEE.** For residents making private reservations, payment must also be received to guarantee a reservation.
- c. The LESSEE assumes full responsibility for the conduct of guests at their function and ensures they exit the facility at the end of their reservation time.
- d. LESSEE will ensure that the area is left clean per **Section II.F Required Clean Up** of this document.
- e. LESSEE must demonstrate capacity management to ensure room maximums per Fire Code are not exceeded.
- f. LESSEE may not advertise event outside of Rossmoor.
- g. LESSEE may not sub-lease or transfer reservation to another individual, Club, RWC Approved Organization, non-resident, or non-RWC approved organization.

- h. LESSEE must remove all equipment from the facility brought in by LESSEE or any approved vendor during the time allotted in the reservation contract.
- i. LESSEE must furnish all supplies necessary for installing decorations as indicated in **Section II. B. Terms of Reservations and Restricted Use.**
- j. No food or alcohol is permitted in common areas such as lobbies, hallways, or restrooms unless specified in the reservation contract.
- k. Per RWC Rule R118.0 – Persons are allowed to smoke tobacco products and vape pens on the irrigated portions of the play area on the golf courses, and at designated resident and employee smoking areas and in personal vehicles on RWC streets or parking lots. The designated smoking area for residents is the Lavendar Garden at Gateway.
- l. Available parking is not guaranteed and may be limited. Parking lots and/or parking spaces are not exclusive to any reservation located directly next to or in the vicinity. Parking may not be blocked off, saved, or in any way prevented from being accessible for public use.
- m. Non-fixed equipment such as microphones, extension cords, projectors and projector screen, or any other equipment are available for reservation. Instructions for reserving the equipment will be provided to the LESSEE at the time the contract is signed. Equipment is available on a first-come basis and is not guaranteed.
- n. RWC is not responsible for loss, damage, or theft of items during an event or left by the reservation party.
- o. RWC is not responsible for services contracted by the LESSEE.

### **3. NON-RESIDENT GUEST LISTS**

- a. If guests for a reservation includes non-residents:
  - i. A guest list must be provided to the Recreation Manager for review at least (7) days prior to the event. List may be sent by email to [recreationdesk@rossmoor.com](mailto:recreationdesk@rossmoor.com) or it may be submitted in person at the Gateway Clubhouse-Recreation Office.
  - ii. Additions to the guest list must be submitted by no later than 4:00 PM on the last business day prior to the date of the reservation.
  - iii. When possible, in addition to providing the guest's name, please include either their mobile phone number or email address. The mobile number or email address is not a requirement, but it will allow a pass to be issued directly to the guest and will make their experience at the gate more efficient.
  - iv. The guest list must include all non-resident attendees; this includes the driver of the vehicle entering through the Rossmoor Gate and all other guests within the vehicle.
  - v. Failure to submit a guest list in the requested time may result in rejections at the gate.
- b. Non-resident club members that are included on the Club Roster will be entered into the gate clearance database for the calendar year.

### **4. PAYMENT**

#### **a. PRIVATE RESERVATIONS**

- a. For Private Reservations, payment in full of all fees/deposits is required at the time of application approval in order to secure reservation. Private Reservations may not be transferred to Non-Residents or any organization.
  - i. Payments for reservations may be in the form of a check, debit, or credit card.

**b. RWC CLUBS/ORGANIZATIONS**

- i. For RWC Clubs/Approved Organizations, fees must be submitted by the 15<sup>th</sup> of the month for all reservations in the following month.
  - Example: there is a Board meeting on June 1 and a social event on June 29. Payment for those (2) dates is required by May 15.
- ii. Payments for reservations may be in the form of a check, debit, or credit card.

**5. RESERVATION TIME**

- a. Set-up/preparation and take down/cleanup must be completed within the approved reservation time.
- b. LESSEE will be billed the hourly staff rate per staff for any cleanup extending past the ending time specified in the contract.
- c. Facilities will not be open or available prior to the times indicated on the reservation contract.
- d. Delivery of supplies and/or equipment by any approved vendor or by the LESSEE will not be accepted prior to the beginning time indicated in the contract.

**6. PHOTOGRAPHY**

- a. RWC reserves the right to photograph activities and program participants for potential use in advertising brochures and RWC's web page. All photos will remain the property of RWC.

**B. PRIORITY OF SCHEDULING**

Reservations will be made annually in the following priority order:

- 1. RWC Clubs/Approved Organization – Religious Holiday Events.
- 2. HOA or Mutual – for the purposes of legally required meetings.
- 3. RWC Clubs/Approved Organization – priority dates.
- 4. The following reservations will be treated equally on a first come first served basis:
  - a. HOA or Mutual – discretionary meetings, or social events coordinated by Mutual Board approved designee.
  - b. Resident of Rossmoor – for the purposes of a function that is directly hosted by the resident.
  - c. RWC Clubs/Approved Organization – Organization – non-priority dates.

**C. DECLINED APPLICATIONS**

Reservation applications will be declined under the following conditions:

- 1. The applicant falsely represents information requested in application.
- 2. The application is not complete.
- 3. The applicant intends on raffling, selling, or displaying firearms, tobacco, marijuana, or other controlled substances.
- 4. The nature of the activity is not an appropriate use of the requested facility, or compatible with a previously booked reservation.
- 5. The anticipated attendance does not meet the minimum requirement for the requested facility or exceeds the maximum occupancy as established by fire code.

## D. ALCOHOLIC BEVERAGE POLICY

1. The LESSEE assumes full responsibility for the conduct of the guests at the function.
2. Consumption of alcohol by minors is prohibited at all times.
3. For club events, only club members or approved licensed vendor may serve/pour alcohol.
4. All reservations booked at the Creekside Clubhouse must adhere to the Alcohol guidelines. Due to licensing, all alcohol consumed at Creekside must be either purchased through The Golden Pear or pay a corkage fee per bottle of alcohol brought into The Golden Pear. If you are planning on bringing in alcohol, you must contact The Golden Pear prior to your event. Call: (925) 949-8658 Need to verify.
5. If alcohol is sold or served as part of an admission price (including suggested donations), the LESSEE must obtain written permission from the RWC Recreation Manager or his/or her designee, and obtain an ABC license.
  - a. ABC Application Forms can be found online at <https://www.abc.ca.gov/licensing/license-forms/form-abc-221-instructions/>. It is the LESSEE'S responsibility to adhere to the timeline set forth by ABC to submit completed application to RWC.
  - b. A copy of the ABC license must be submitted to RWC **(14) calendar days** prior to the event.
  - c. ABC may issue one-day permits to groups who wish to sell beer, wine, or distilled spirits at fundraisers.
  - d. The ABC license or permit must be prominently displayed during the event.
  - e. It is the LESSEE'S responsibility to comply with ABC regulations. Failure to comply will be considered a violation of the contract and result in immediate termination of the event. Violations that occur more than twice by the same LESSEE may result in revocation of the privilege to reserve facilities for no less than (6) months, and cancellation of LESSEE's booked reservations within that timeframe.
6. For private reservations, alcoholic beverages require additional insurance unless provided and served by a licensed caterer. The caterer's insurance will be considered adequate if the amount of the coverage is sufficient and there is a rider specifying the date(s) and location of the event that is being covered. **The caterer's insurance only covers the alcohol beverage, not the facility.**
  - a. If serving only, HOST liquor liability insurance is required.
  - b. If selling, additional general liability insurance with liquor liability is required.
  - c. Additional insurance information can **be found in Section II, D. INSURANCE.**

## E. REVOCATION OF RESERVATION PRIVILEGES

This **RESERVATIONS CONDITIONS and GUIDELINES** document has been created to allow for equitable use of RWC facilities. The information provided is to ensure safety is observed and allows for appropriate use of resources to support the program.

LESSEE will be notified of their failure to comply with terms of use stated in the **RESERVATIONS CONDITIONS AND GUIDELINES**. Repeat violations of guidelines by the same LESSEE may result in revocation of LESSEE's privilege to reserve facilities.

## II. INDOOR FACILITY RESERVATION CONDITIONS

The following reservation conditions and policies apply to all reservations made by a reservation applicant (LESSEE) and Rossmoor Walnut Creek (RWC) at the following locations:

- Creekside Clubhouse
- Dollar Clubhouse
- Event Center
- Gateway Clubhouse
- Hillside Clubhouse

In addition to the information in **Section I. GENERAL CONDITIONS**, the following conditions apply to all reservations for indoor facilities identified above:

### A. APPLICATION PROCESS

1. Applications for indoor facilities may be emailed to [RoomReservations@rossmoor.com](mailto:RoomReservations@rossmoor.com).
2. RWC Club/Approve Organization registration for priority dates (history) will take place on an annual basis beginning in June.
  - a. Clubs will be sent invitations from Room Reservation staff to meet to complete their applications and confirm their history dates.
  - b. Additional, non-priority dates for the following year will not be booked as part of this process, but may be booked per the following **Section I, B.4.C**, after the completion of the club priority booking process OR may be booked per the following item 3.
3. Private Reservations and additional non-history club bookings for a specific date are accepted on a first come, first served basis and may be made a maximum of (6) months in advance of the use date and a minimum of (30) days prior to the use date. Consecutive dates are not available for Private Reservations.
4. Completing a reservation application does not guarantee a reservation, facility reservations are not secured a contract has been signed by RWC staff and the LESSEE. For residents making private reservations, payment must also be received to guarantee a reservation.

### B. TERMS OF RESERVATION AND RESTRICTED USE

1. Barbequing or any outdoor cooking adjacent to the rented facility requires advanced written approval from the Recreation Manager, or the assigned designee, and is restricted to specific areas outside the facility. Food trucks are not permitted.
2. Sterno heat sources may be used only if monitored at all times by catering staff. If a caterer is not used, LESSEE is responsible for monitoring sternos at all times while in use.
3. Decorations must be fireproof or made of fire-retardant materials and cannot cover or obstruct exits.
  - a. Candles, open flame, and pyrotechnics of any kind may not be used in or around facilities.
  - b. Tacks, nails, screws, staples, pins, etc. are not permitted.
  - c. Masking tape and painter's tape may be used and must be removed after use.
  - d. Cellophane, adhesives, duct tape, scotch tape, or any other devices or items which may or may not leave residue are prohibited on walls, woodwork, windows, and furniture.

- e. No decorations of any type may be hung, tied, or draped on any light fixture, overhead beam, structural element, or from the ceiling inside or outside the facility without written permission from the Recreation Manager.
  - f. Decorations must be taken down and removed by LESSEE from the facility immediately after an event and within the time of the reservation as stated in the contract with the LESSEE.
  - g. Balloons must be secured and weighted when used and must be removed by the LESSEE. Balloons may not be released inside or outside the facility.
  - h. The use of glitter, confetti, rose petals, straw, hay, silly string, birdseed, window frosting, fog machines, rice, bubbles, and sand are not permitted.
4. Certain clubhouse kitchens may be rented separately.
  5. All events in Peacock Hall that include a showing of a film may not solicit or require donations or payments to view the movie. Doing so violates the licensing agreement.
  6. Any incidents, accidents, or damage to RWC property while in the care of LESSEE must be reported immediately to Securitas.
  7. The use of an outside vendor to provide equipment must be disclosed in the initial application. Any non-RWC equipment, especially rented equipment being brought into facilities requires advanced written approval from the Recreation Manager, or the assigned designee. Not all equipment is allowed and certain areas of certain facilities are restricted.

### C. SERVICES PROVIDED

1. Tables and chairs provided by RWC may only be set-up and taken down by RWC staff.
2. Any changes to the set-up are subject to approval by the Recreation Manager and may result in an additional charge to the LESSEE.
3. RWC will only set up equipment that is owned by RWC and only available at the specific room being reserved within a clubhouse.
4. Equipment is not transferable from one location to another, nor may it be transferred from room to room.
5. Set up requirements:
  - a. A room diagram with LESSEE's signature illustrating the desired set-up for the contracted space along with a facility equipment request must be submitted at least thirty (30) days prior to the scheduled event with final diagram up to fourteen (14) days in advance. No changes can be made after the final diagram is submitted. Any changes after the final submission may be subject to a change fee and must be approved by the Senior Manager of Resident Services.
  - b. Set-up may only include resources located within the reserved facility.
  - c. Requests for AV Equipment Setup, Plug+Play AV Equipment Fee Waiver (For RWC Clubs/Approved Organization), and Tech Standby Operator time must be submitted with the LESSEE's application.
    - i. AV Equipment Setup: Can be requested based on what is available in the requested room.
    - ii. RWC Staff Tech Standby Operator Time: RWC staff will remain at the event to run the sound board, PowerPoint Presentations, or Hybrid Zoom Meeting. This service is based on RWC staff availability and is not guaranteed.
  - d. Under no circumstances is any RWC equipment to be removed from the building or placed outside.

- e. LESSEE will be liable for the cost to repair and/or replace RWC equipment lost or damaged while in their care and control.
  - f. Full Tech Sound and Lighting Rehearsals may be reserved in conjunction with a performance only when the rehearsal and performance are reserved on consecutive dates, and if the consecutive dates are available. Requests more than one (1) day prior to a performance requiring equipment setup will not be approved.
  - g. Rehearsals not requiring tech setup and/or assistance may be reserved on non-consecutive days.
6. RWC is responsible for scheduling use of the RWC facilities and setting up equipment owned and operated by RWC. RWC does not provide a “coordinator” to help plan, decorate, or organize the event.

#### D. INSURANCE

1. **For RWC Clubs/Approved Organization**, Club Insurance Payment must be current prior to reservation application.
2. **For Private Reservations**, Proof of Certificate of Liability Insurance in the amount of at least one million dollars is required for most events with an endorsement naming the RWC as an additional insured.
  - a. LESSEE may contact their Insurance Company to issue a “Certificate of Insurance” (COI) for General Liability coverage including property damage, bodily injury and personal and advertising injury at a minimum one million dollars (\$1,000,000 per occurrence).
  - b. LESSEE may use RWC’s recommended event insurance company GatherGuard (<https://gatherguard.com>) to purchase insurance.
  - c. The Certificate of Insurance (COI) must include the following:
    - i. List the Golden Rain Foundation as the certificate holder with 1001 Golden Rain Road, Walnut Creek, CA 94595
    - ii. Reference the Event Date (refer to the contract)
    - iii. Reference the Event Location (refer to the contract)
    - iv. Applicant must be listed as the insured on the COI
    - v. General Liability Coverage must be listed for at least 1,000,000 per occurrence. \$2,000,000 aggregate
    - vi. NOTE: See section below for requirements if there will be alcohol
  - d. Include an “Additional Insured Endorsement”
    - i. Listing the Golden Rain Foundation of Walnut Creek, its officers, directors, employees, members, and, at their option, independent contractors shall be named.
    - ii. Be a separate endorsement at least as broad as ISO Form CG 20 10 11 85.
    - iii. Listing the General liability insurance policy number from the COI.
3. For private events, When alcoholic beverages are served, sold, or included in the event:
  - a. The applicant is required to carry both General Liability Insurance (\$1,000,000 per occurrence minimum), and alcohol coverage in the form of either Host Liquor Liability (supplying alcohol at no cost) or Liquor Liability (if selling alcohol – the applicant or licensed caterer must also provide a valid liquor sales license) covering the sale of alcohol. Requirement includes suggested donations.

- i. **Host Liquor Liability** shall be included in the General Liability coverage or purchased as a separate policy and shown on the COI for at least \$1,000,000 per occurrence.
- ii. **Liquor Liability** covering the sale of alcohol in the amount of \$1,000,000 per occurrence.
- iii. In addition to the items in item I.2.D.c. above, the **Certificate of Insurance** (COI) must include the following:
  - a) List the applicable alcohol coverage (Host or Liquor liability-*For Private Reservations*)
  - b) Liquor Liability coverage must list RWC having additional insured status (*For Private Reservations*)
- b. If utilizing a licensed caterer, the caterer's insurance will be considered adequate for alcohol coverage only if the amount of the coverage is sufficient and there is a rider specifying the date(s) and location of the event that is being covered and lists the RWC as having additional insured status. **The caterer's insurance only covers the alcohol beverage, not the facility.**

## E. DEPOSITS

### 1. PRIVATE RESERVATIONS

- a. A Cleaning and Damage Deposit is required of all private reservations as described in the fee schedule.
- b. The Cleaning and Damage Deposit is refundable unless an event causes the need for:
  - i. Cleaning procedures which are beyond the scope of normal maintenance or fail to comply with **Section II, F. REQUIRED CLEAN UP**.
  - ii. Repairs or replacement due to structural or equipment damage.
  - iii. Additional services (e.g., the event exceeds the terms of the contract, including timeframe), in which the deposit may be used, in part or in full, to pay for these services.
- c. Unscheduled changes to set up on the day of the event may result in additional fees.
- d. A facility inspection may be conducted prior to the start of the reservation and immediately following the event by the RWC and LESSEE to determine the condition of the facility, including the assembly areas, restrooms, kitchen, and exterior areas.
- e. If all cleaning requirements are met, no damage occurs, and the reservation does not exceed the terms of the contract, the RWC representative will refund the Cleaning and Damage Deposit.

### 2. RWC CLUBS/APPROVED ORGANIZATIONS

- a. In most cases RWC Clubs/Approved Organizations will not be charged the Cleaning and Damage Deposit in advance, but may be charged an amount not to exceed the \$500 Cleaning and Damage Deposit for additional cleaning, repairs, or services described in E.1.b above.
  - i. The use of an approved outside vendors may require a deposit in advance.
- b. Unscheduled changes to set up on the day of the event may result in additional fees.
- c. A facility inspection may be conducted prior to the start of the reservation and immediately following the event by the RWC and LESSEE to determine the condition of the facility, including the assembly areas, restrooms, kitchen, and exterior areas.
- d. If all cleaning requirements are met, no damage occurs, and the reservation does not exceed the terms of the contract, the RWC representative will refund the Cleaning and Damage Deposit.

## F. REQUIRED CLEAN UP

1. LESSEE is responsible for the following:
  - a. All decorations must be completely removed before leaving the building or site. All tape must be completely removed from tables, walls, and fixtures.
  - b. All tables must be cleared of all items, such as table linens, dishes, decorations, food, garbage, kitchen must be fully emptied etc. All tables and chairs must be wiped down.
  - c. If using a licensed caterer, it is the caterer's responsibility to:
    - i. Collect all trash from the space(s) contracted as well as the lobby, perimeter surrounding the facility and parking lot, and properly dispose of in the outside dumpster or garbage cans (if an outdoor location). All trash bags must be tied off or sealed.
    - ii. Mop all spills
    - iii. Wipe down, and clean as necessary, all kitchen surfaces. Surfaces include counters, sinks, dishwashers, ovens, stove tops, tables, and refrigerators.
  - d. Boxes must be broken down before being placed in the designated garbage or recycling bins/dumpsters.
  - e. Coffee grounds must be placed in the trash.
  - f. All RWC dishes, stemware, glassware etc utilized by the LESSEE must be cleaned and sanitized prior to the end of reservation time.
  - g. Detailed cleaning requirements for RWC facilities are posted in each kitchen.
2. All or a portion of the cleaning and damage deposit may be deducted as described in **Section II, E. DEPOSITS**.
3. Damages will be charged based on the severity of the damage, replacement value, and labor hours.

## G. CANCELLATIONS and NO SHOWS

1. All cancellations or rescheduling of an event must be made in writing, at least thirty (30) days prior to the reservation for Private Reservations and at least fourteen (14) days in advance for RWC Clubs/Approved Organizations Reservations.
2. Communication must be sent to [RoomReservations@rossmoor.com](mailto:RoomReservations@rossmoor.com) with CANCELLATION or RESCHEDULE in the subject line.
3. Fees will not be refunded for room reservations that were not used. This is considered a no show. No shows are not cancellations and do not qualify for a refund.
4. In the event of any force majeure (including, but not limited to, acts of God, undesirable weather, park closures, failure of carrier or utilities, or any other cause or damage that is reasonably beyond the RWC's control), RWC will not be responsible for any interruption to the event.
5. RWC reserves the right to review all applications for activity compatibility and attendance size. Applications that do not align with the intended use of the space or fail to meet size requirements may be relocated or denied.
6. RWC reserves the right to cancel a reservation without refund if the LESSEE does not meet contractual terms or falsely represents information on the application.
7. RWC reserves the right to cancel a reservation when deemed necessary for maintenance issues or other unforeseen emergencies.

8. RWC reserves the right to close a facility due to unsafe conditions or inclement weather.

### III. PICNIC RESERVATION CONDITIONS

Picnic reservations may be reserved for the following locations:

- Dollar Park
- Shady Glen
- Sportsmen's Park

In addition to the information in **SECTION I. GENERAL CONDITIONS**, the following conditions apply to all picnic reservations:

#### A. TERMS OF RESERVATION

1. Applications for Picnic Reservations may be emailed to [RoomReservations@rossmoor.com](mailto:RoomReservations@rossmoor.com).
2. Picnic reservations are available thirty (30) minutes before sunrise and thirty (30) minutes after sunset.
3. Reservations for a specific date are accepted on a first come, first served basis, and may be made a maximum of (6) months in advance of the use date and a minimum of (7) days prior to the use date.
4. A reservation is considered confirmed only after payment is received, and contract has been signed by RWC staff and the LESSEE.
5. Reservation signs are available from the Recreation Department.
6. Picnic tables are to remain as they are positioned and must not be moved in any manner. Additionally, they are not to be relocated beyond the designated boundaries of the area.
7. RWC barbeques are available on site. Personal barbeques are not allowed for picnic reservations.
8. No equipment of any kind may be staked into the ground.
9. Electrical outlets and water are provided near all barbeque areas. RWC does not provide charcoal, dishes, or ice. Please note, Dollar does not have electricity.
10. All vendors need to be reviewed and approved by the Recreation Manager. Water features (dunk tanks, water slides, et al) carnival rides (trains, bounce houses/jumpers et al) and petting zoos are not allowed.
11. Dogs are not permitted on the picnic grounds.
12. Dishes may not be removed from the facilities for use on the picnic grounds.

#### B. REQUIRED CLEAN UP

1. Cleaning the barbeque is the responsibility of the LESSEE. Each BBQ pit has its own cleaning brush, bucket, and shovel.
2. It is the LESSEE's responsibility to ensure that after use of a park barbeque grill, embers are completely extinguished. LESSEE may use the nearby water hose to extinguish warm embers.
3. LESSEE may use the shovel provided to transfer ash from BBQ pit to silver steel can. Ashes are not to be dumped in trash cans or on the lawn.
4. A clean-up charge may be incurred if LESSEE does not clean the premises before leaving, including the removal of all trash.

### C. CANCELLATIONS & CHANGES TO RESERVATION

1. All changes to Picnic Reservations (cancellation, reschedule, adjustments) must be made in writing no less than (7) days prior to the event.
2. Fees will not be refunded for reservation times not used.
3. RWC reserves the right to close a park due to unsafe conditions or inclement weather.
4. Refunds will be issued in the event of rain.