RENTAL AGREEMENT

DENAIR SENIOR CENTER 3756 Alameda PO Box 217

| | Denair Community Services District Residents PER DAY | All Others PER DAY | Key Deposit (per set) | Cleaning Deposit PER DAY | | |
|-------------------------------------|--|------------------------------|--------------------------|------------------------------------|--|--|
| Private Party | 200.00 | 275.00 | 15.00 | 300.00 | | |
| Public Function | NOT ALLOWED | | | | | |
| Denair Service Area Youth Groups | 140.00 | N/A | 15.00 | 300.00 | | |
| Insurance | A one-day Special Event Policy provided through DIVERSIFIED RISK INSURANCE shall be purchased from the Denair Community Services District Approved Insurance Company. The type of event and hours determines price. | | | | | |
| EARLY ENTRY FEES | 1:00 pm \$50.00 4:00 pm \$25.00 | | | | | |

DENAIR SENIOR CENTER RENTAL AGREEMENT

As the individual (or representative of an organization) identified on the last page, please read, sign and date the agreement signifying that you will adhere to all the conditions set forth in the following and that the information provided is true under penalty or perjury.

ALL EVENTS AT THE COMMUNITY CENTER ARE MONITORED BY THE DENAIR COMMUNITY SERVICE DISTRICT EMPLOYEES WHO MAY ENTER THE COMMUNITY CENTER AT ANY TIME DURING THE COURSE OF ANY EVENT OCCURRING THERE UNDER THIS RENTAL AGREEMENT. THIS RENTAL AGREEMENT GIVES THE PERSONS OCCUPYING THE COMMUNITY CENTER FOR THE PURPOSES OF AN EVENT A MERE LICENSE TO ENTER AND USE THE FACILITY AND DOES

- 1. <u>AGREEMENT</u>: A signed contract plus all applicable deposits are due and payable at the time of application. The renter shall sign the rental application certifying that they have read and agree to abide by the rules and regulations. Rental fee, key deposit and insurance coverage is due one month in advance of rental date.
- 2. <u>NO Co-signers</u>: Only one signature per Rental Agreement is allowed. Person signing the contract is responsible for meeting its conditions, payment of all fees and provision of insurance.
- 3. <u>RESERVATIONS</u>: Must be made in person and by someone 21 years of age. No reservations will be taken over the telephone
- 4. <u>PHOTO-ID REQUIRED</u>: A valid California Drivers License or other type of Photo ID with birth date imprinted must be presented at the time the reservation is made. A copy will be made and retained with the Agreement. Fees are based on the address shown on the license. If requesting an in-town rate and the address is different from that on the license, a utility billing in the prospective renter's name must be presented.
- 5. <u>DEPOSITS</u>: ARE CHARGED FOR EACH DAY RESERVED AND are paid on the date of application. Checks are deposited the same day they are received. No exceptions. Deposits are refunded two weeks following the rental date. If the interiors, exterior of the facilities, parking lot, landscaping or furnishings are damaged, missing or unclean at the time of inspection, the deposit will be kept. If the keys are not returned by 10:00 am the first working day following the rental, the \$15.00 key deposit will be kept
- 6. <u>REFUNDS</u>: Deposits are returned only to the signer of the contract NO EXCEPTION
- 7. <u>CANCELLATION</u>: Must be made in person. A cancellation by telephone is not acceptable. Original receipts must be surrendered to the Denair Community Services District at the time of cancellation.

90 - 60 Days prior to the rental date \$200.00 of the deposit will be kept.

59 - 31 Days prior to the rental date \$100.00 of the deposit will be kept.

30 days or less of the rental date the full deposit and/or any amount equal to the rental fee will be kept.

- 8. <u>RENTAL FEE</u>: Is for one day only from 8:00 am to 12:00 midnight. Groups or Individuals requiring more than one day for their event will be charged a rental fee for each day required no exceptions.
- 9. <u>EARLY</u> ENTRY: The reduced rate for Early Entry is for a maximum of one day prior to your event and is for set-up only. If you are discovered using the Senior Center for anything other than set-up, an amount equal to your rental fee will be deducted from the deposit.

The Early Entry Fee will not apply if two or more days are required for set-up. The standard rental fee will be charged for each day, no exceptions.

10. <u>INSURANCE</u>: All users of the Denair Community Center are required to purchase Special Events Insurance – there are no exceptions. The rate will vary depending on what the facility is used for and if alcoholic beverages are sold or severed.

All renters will be required to purchase insurance, we recommend it be through our approved insurance provider with HUB International at <u>www.eventinsure.com</u> or <u>https://www.hubinternational.com/programs-associations/event-insurance/</u>. Insurance requirements is a <u>minimum \$1,000,000</u> general liability insurance covering personal injury and property damage together with an Additionally Endorsed Insured showing <u>Denair Senior Center</u> as "added insured" to the liability policy. Renter is responsible for providing Denair Community Center with a copy of the policy stating the date, time and coverage.

As the coverage must be paid for 30-days in advance of your rental, the proof of purchase must be returned to the office 30-days prior to your event.

This fee is not a deposit and cannot be refunded.

- 11. <u>Alcohol:</u> Undisclosed alcohol found on premises and surrounding areas (parking lot) will result in loss of deposit.
- 12. <u>INSPECTION</u>: Will be done the morning following the rental by an authorized Denair Community Services District employee. If found unsatisfactory renter will be contacted and could result in loss of deposit.
- <u>DECORATIONS</u>: Will not be attached by any means to the walls, paneling or ceiling. THE USE OF ANY TYPE OF CONFETTI OR GLITTER IS NOT PERMITTED. IF IT IS USED, YOUR DEPOSIT IS AUTOMATICALLY FORFEITED. Some type of table covering must be used (tablecloths, placemats, etc.)
- 14. <u>DAMAGES</u>: All damages will be paid for by the person (or organization) signing the agreement. Reimbursement costs for damages caused to the parking area, landscaping, exterior/interior of the facilities, the equipment, furnishings, and/or appliances, which may have been caused by the renter, his guests, patrons or employees, shall be paid to the Denair Community Services District. Charges for damage or items missing at the time of inspection will be deducted from the deposit. If costs exceed the amount of the deposit, the payment must be made within one (1) week of notification of
- 15. costs. Deposits will be kept until all broken, damaged, or missing items are replaced, and all repair

work completed to the satisfaction of the Denair Community Services District.

- 16. <u>MUSIC</u>: Shall cease at 12:00 midnight on Friday and Saturday. 10:00 pm Sunday through Thursday, as the Senior Center is located in a residential area. Any noise complaints to the Sheriffs the full deposit will be withheld.
- 17. Walls must be cleaned of all marks and food or a \$50 and up fee will be taken from deposit.
- 18. <u>KITCHEN FACILITIES</u>: Are included in the rental price. No dishes or cooking utensils are provided. If a catering service is used, the renter is responsible for the cleanup of the kitchen area and its equipment.
- <u>SET-UP AND CLEAN UP:</u> Is the responsibility of the renter. The floors are to be mopped; walls, sinks and appliances are to be left clean; refuse is removed and placed in garbage bin (key provided); bathrooms are to be cleaned; tables washed and returned to the storeroom; lights and thermostats turned off; and doors secured. Cleaning items are located in the main storeroom next to the kitchen. Garbage bags are located in the kitchen cabinets.
- 19. If a service call is required to clean the kitchen drains resulting from the misuse of the garbage disposal the fee will be withheld from the deposit.

Any repair or cleanup work (such as painting a wall, cleaning or re-waxing the floors, etc.) will be withheld from the deposit.

20. <u>SEATING</u>: Is 50. No extra tables and chairs may be brought in to exceed this capacity. Tables and chairs are to remain inside of the Senior Center. **Tables and chairs used outside will result in automatic loss of deposit.** Seating is provided for as follows:

TABLES: 6 rectangle -- 8 feet long -- seats 8 each

CHAIRS: 50

REMEMBER: When planning seating arrangements take into consideration how many tables you are going to use for serving food, gifts, registration, etc. These tables will need to be deducted when you are estimating the number of guests you will seat.

21. <u>GENERAL PROVISIONS</u>: Renter is responsible for any items brought into and left at the DENAIR SENIOR CENTER during the rental. This includes, but is not limited to, food, clothing, dishes, decorations, personal items, stereo equipment, etc. Renter is responsible for any damage done to the parking lot.

To sell liquor in the Senior Center, the organization or caterer must have a permit issued for the day by the Department of Alcoholic Beverage Control Board. A letter verifying the rental date for the Control Board can be obtained from the Denair Community Services District -- with 72 hours advance notice. ADDITIONAL INSURANCE COVERAGE IS MANDATORY. I, hereby certify that I shall be personally responsible on behalf of our organization for any damage sustained by the premises, furnishing, carpeting or equipment because of our occupancy of the premises. I agree to abide by and to enforce the rules and policies of the Denair Community Services District governing the use of these premises.

We further agree the sponsoring organization, individual members of the sponsoring organization, and any and all participants and attendees for themselves, their spouse, heirs, administrators, executors and assignees, release and holds harmless the Governing Board, District and its officers and employees from any claim or demand including those based on the negligence of the Governing Board, District and its officers and employees, arising from participation or attendance at this activity or function held on District property.

As host, I am also responsible for the actions of my guests, and that if any alcoholic beverages are brought to my event without prior approval, I will be in violation of Denair Community Services District rental agreement. I have been informed that violation of this regulation will result in the forfeiture of all fees and having my event shut down.

I declare the above stated information is true and correct to the best of my knowledge and understand that my reservation is subject to cancellation if actual information differs significantly from the above. I, the undersigned as an individual or group representative, so understand the condition set forth and agree to abide by them.

Signature of Applicant/Payee

Date

| RENTAL FEES: IN TOWN*: OUT of TOWN: DEPOSIT: KEY DEPOSIT: INSURANCE: | <pre>\$200.00/day *Denair Community Services District Residents</pre> | | | | | |
|---|---|---|--|--|--|--|
| **OFFICE USE ONLY** | | | | | | |
| Deposit: | | \$300.00 | | | | |
| Key Deposit: | | \$15.00 | | | | |
| Insurance: | | Purchased by renter; cost will depend on event type and hours | | | | |
| Rental Fee: | | \$ | | | | |
| Early Entry Fee: | | \$ | | | | |
| TOTAL FEES DUE: | | \$ Due by: | | | | |
| | | | | | | |
| Date: | | | | | | |
| Amount Paid: \$ | | | | | | |
| Balance Due: \$ | | Rec. By: | | | | |
| | | | | | | |
| Date: | | | | | | |
| Amount Paid: \$ | | | | | | |
| Balance Due: \$ | | Rec. By: | | | | |
| | | | | | | |
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| | | | | | | |



Rental Application

Senior Center

| Applicant/Payee Name: | | | | | | | |
|--|------------------------|--|-------------------------------|--|--|--|--|
| All fees MUST be paid by the Applicant/Payee ONLY – NO EXCEPTIONS! Address: City/State/Zip: | | | | | | | |
| | city | | | | | | |
| Mailing Address (If Different): | City/State/Zip: | | | | | | |
| Phone: | ŀ | Alt. Phone: | | | | | |
| E-mail Address: | | | | | | | |
| Alternate Contact Person: | | | | | | | |
| For emergency ONLY! Address: | City | /State/Zip: | | | | | |
| Phone: | | - | | | | | |
| Event Date(S): | # of Guests: | | Event Hours: | | | | |
| Event Type: | | | | | | | |
| ALCOHOL: SERVED: Y / N | | Alcohol: | | | | | |
| SOLD: Y / N Add | d'I INSURANCE REQUIRED | Undisclosed alcohol found on premises and surrous areas (parking lot) will result in loss of deposit. | | | | | |
| Classification of Event: | | | | | | | |
| General Public: Y / N | | | Private: Y / N | | | | |
| Fundraiser: Y / N Org. Name | e: | | Event for Minor: Y / N | | | | |
| Food: Sold: Y / N | Serv | ved: Y/N | | | | | |
| Food Prep:On site:Y / NOff site:Y / N | | | | | | | |
| Entertainment: Y / N Entertainment Type: | | | | | | | |
| Early Entry: YES NO | | | | | | | |
| 1:00pm \$50.00 4:00pm \$25.00 | | | | | | | |
| Payment of Rental Fee, Deposits, and Cancellations | | | | | | | |
| The total fees for the Senior Center must be paid IN FULL thirty (30) business days prior to the event scheduled date. In addition, ALL fees MUST be paid by the APPLICANT/PAYEE only – NO EXCEPTIONS! If after all fees are paid and prior to the scheduled event the renter desires to cancel the activity, they must announce this cancellation a minimum (90) working days prior to the scheduled event with a portion of the deposit held if cancelled after 90 days prior to the event. Failure to give the minimum thirty (30) working days' notice will result in Denair Community Service District retaining the full deposit given. | | | | | | | |

Initial:____