

# RENTAL AGREEMENT 2023

DENAIR COMMUNITY CENTER

3850 N. Gratton Road

PO BOX 217 Denair CA 95316

Type of Event	Denair Community Services District Residents <b>PER DAY</b>	All Others <b>PER DAY</b>	Key Deposit (per set)	<i>Security &amp; Damage Deposit</i> <b>PER DAY*</b>	
Private Party	700.00	1100.00	15.00	<b>1,000.00</b>	
<b><i>Quinceanera or any event for a minor under the age of 21:</i></b>	<b>700.00</b>	<b>1100.00</b>	<b>15.00</b>	<b>1,000.00</b>	
<b><i>Security is mandatory at Quinceaneras and events serving Alcoholic Beverages -- No exceptions. If Alcoholic Beverages are discovered without prior approval Deposit will be forfeited.</i></b>					
<b>A deposit of \$1,000.00 is required for each day rented. Transfers from one day to the next is not allowed.</b>					
Public Function	THIS USAGE NOT AVAILABLE				
Service Clubs	CHARGED THE SAME AS PRIVATE PARTIES				
Denair Service Area Youth Groups	350.00	N/A	15.00	1,000.00	
Insurance	A one-day Special Event Policy provided through DIVERSIFIED RISK INSURANCE shall be purchased from the Denair Community Services District approved insurance. The type of event and size of the guest list determines price.				
EARLY ENTRY FEES	8:00 AM	\$ 150.00		BBQ USE FEE	\$ 50.00
	1:00 PM	\$100.00		You must supply your own wood or charcoal.	
	4:00 PM	\$75.00			
<b>Only for one-day prior to event; more than one day is charged a normal rental fee</b>					

## DENAIR COMMUNITY 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.

1. **AGREEMENT:** A signed contract plus deposit is due and payable at the time of application. The renter shall sign the Rental Agreement certifying that they have read and agree to abide by the rules and regulations. Rental fee, key deposit, Security Contract (if applicable) and insurance coverage are due one month in advance of rental date. **NO CO-SIGNERS** -- Only one signature per Rental Agreement is allowed. Person signing the contract is responsible for meeting its conditions, and payment of all fees.

We reserve the right to cancel any event that does not submit the required documents and fees due within one month in advance of rental date.

As the signer of the Agreement, you are responsible for the actions of your guests, caterers or others you contract with to provide services to your event. If they violate any conditions of the contract which may or may not result in damages the amount will be deducted from your deposit.

2. **RESERVATIONS:** Must be made in person and by someone 21 years of age. No reservations will be taken over the telephone.
3. **PHOTO-ID REQUIRED:** A valid California Driver's 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.
4. **DEPOSITS: ARE CHARGED FOR EACH DAY RESERVED and a transfer from one date to another is not permitted under any circumstances.** Deposits are paid on the date of application and are deposited the same day received.
5. **REFUNDS: Deposits are returned two weeks after the event and only to the signer of the contract -- NO EXCEPTIONS.**
6. **CANCELLATION: 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 \$250.00 of the deposit will be kept.  
59 - 31 Days prior to the rental date \$500.00 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.
7. **RENTAL FEE:** 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.
8. **EARLY 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 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 setup. The standard rental fee will be charged for each day, no exceptions.

9. **SECURITY REQUIREMENT:** \* **Events serving alcohol will require two security guards.**  
\* **Quinceanera will require three security guards regardless of serving Alcohol.**

10. **If non-approved alcoholic beverages are discovered, it will result in automatic loss of deposit and your event could be shut down.**

***As signer of this Agreement, you are responsible for the actions of your guests. If they bring in alcoholic beverages without prior approval, it will result in automatic loss of deposit and your event could be shut down.***

11. **ALCOHOLIC BEVERAGES:** All alcoholic beverages must remain inside of the facility. Alcoholic beverages for private consumption are allowed and the liability becomes the responsibility of the group and/or organization renting the facility.
12. **IF ALCOHOL IS SOLD:** If liquor, beer or wine is available for consumption and money changes hands in any way, shape or form, between the event holder and those who participate/attend (i.e.: donation, for a ticket, for a meal, for entry to the event, or for the beverage) a valid liquor permit from the State of California's Alcoholic Beverage Control Board (ABC) in Stockton, CA must be provided to our office no less than two (2) weeks prior to the rental date.

The liquor permit must be displayed in the building area where alcoholic beverages are sold. You must obtain a letter of permission from our office to present to the ABC in order to obtain said permit.

13. **INSURANCE:** All users of the Denair Community Center are required to purchase Special Events Insurance – there are no exceptions.

All renters will be required to purchase insurance we recommend it be through our approved insurance provider with HUB International at [www.eventinsure.com](http://www.eventinsure.com) or <https://www.hubinternational.com/programs-associations/event-insurance/>

. Insurance requirements is a **minimum \$1,000,000** general liability insurance covering personal injury and property damage together with an Additionally Endorsed Insured showing **Denair Community Center** 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.**

14. **DECORATIONS:** Will not be attached by any means to the walls, floors, paneling or ceiling. THE USE OF ANY TYPE OF CONFETTI OR GLITTER IS NOT PERMITTED. IF USED, WILL RESULT IN AUTOMATIC LOSS OF DEPOSIT. Some type of table covering must be used.
15. **DAMAGES:** As the signer of the Agreement, you are responsible for the actions of your guests, caterers or others you contract with to provide services to your event. If they violate any conditions of the contract which may or may not result in damages the amount will be deducted from your deposit.
16. **MUSIC:** Shall cease at 12:00 midnight. The doors at the back of the Center MUST always remain closed, as it is located in a residential area.
17. **KITCHEN FACILITIES:** 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.
18. **REFRIGERATOR:** The thermostat on the refrigerator is pre-set at 32.5°. Tampering with thermostat will result in an automatic loss of entire deposit.
19. **SET-UP AND CLEAN UP:** 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.

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.

**CLEAN THE FLOORS ONLY WITH HOT WATER -- DO NOT USE ANY CLEANING PRODUCTS, AS THEY WILL DAMAGE THE FINISH.** (Cleaning Products are defined as ANY TYPES of cleansers, soaps, pine sol, etc. used to clean floors). If the floor is left in an unacceptable condition, the deposit will be kept and applied to the cost of cleaning. The person signing the Agreement will pay the balance. **The cost to clean the floor is estimated at \$1,000.00.**

20. **INSPECTION:** Will be done Monday morning following the rental by an authorized Denair Community Services District employee. If found unsatisfactory and clean-up must be done by the Denair Community Services District, the janitorial fees will be withheld from the deposit. If the fees exceed the deposit, payment must be made within one (1) week of the rental date. Charges for any work done by an employee of the Denair Community Services District will be based on an hourly wage of \$50.00 per hour / per person. Basic rate is \$250.00.
21. **EQUIPMENT:** All tables and chairs are to be cleaned and returned to their proper place by the renters. Chairs are to be stacked 8 chairs; tables shall be stacked on table carts as shown on the diagram located in the main storage area.
- All equipment shall remain inside of the Community Center. If it is discovered outdoors, will result in automatic loss of deposit.
  - **Tables will be individually inspected the week following your rental. If they are dirty, a minimum of \$50.00 will be deducted from your deposit. You will not be permitted to come out to clean the tables, a District employee will do this.**
22. **SEATING:** Is 300. No extra tables and chairs may be brought in to exceed this capacity. Tables and chairs are to remain inside of the Community Center.

Seating is provided for as follows:

Item	Number Available	Seating
Tables – Round / 60-inch diameter	14	8 each
Tables – Rectangle / 8 feet long	33	8 each
Chairs	315	

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.

23. **ROOM SIZE:** 58 feet wide / 67 feet long      **CEILING HEIGHT:** 12 feet from floor to ceiling
24. **NO OUTSIDE SEATING:** No outside seating is permitted under any circumstances by any means such as tents or picnic tables. **VIOLATION OF THIS SECTION WILL RESULT IN AUTOMATIC LOSS OF YOUR DEPOSIT.**
25. **LOSS OF DEPOSIT:** In some cases, the entire deposit may be lost. In other cases, 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 costs.

This is a brief listing under which a deposit or portion thereof may be lost:

- Walls must be cleaned of all marks and food or a \$50 and up fee will be removed from deposit.
- The interiors, exterior of the facilities, parking lot, landscaping or furnishings are damaged and/or appliances, or items are missing or unclean at the time of inspection, the deposit may be lost.
- The keys must be returned by 10:00 AM the first working day following the rental; if not, the \$15.00 key deposit will be kept.
- After tables and chairs have been cleaned, they must be stacked according to the chart in the main storage room. (See Item #20, Page 4 regarding keeping portion of deposit if tables are not properly cleaned.)
- Anything suspended from the ceiling may result in the loss of your deposit
- The use of any type of tape on the walls, or ceiling may result in the loss of your deposit.
- The use of any type of tape on the floors may result in the loss of your deposit
- Vehicles, trailers or any type of item with wheels is not allowed, unless some type of protection for the tile floor is used. This covering must be approved by the DCSD 30 days in advance of the event.
- 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 that may have been caused by the renter, your guests, patrons or employees shall be paid to the Denair Community Services District.
- 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.
- Spills on Center floor must be cleaned immediately or it will cause damage to the flooring which will result in a payment of up to \$500.00 for each area that needs treatment. This will be taken from deposit and any additional costs will be billed to the person or organization who signed the Agreement.

**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 NOT CONVEY ANY EXCLUSIVE RIGHT OF POSSESSION. DENAIR COMMUNITY SERVICE DISTRICT EMPLOYEES MAY ENTER AND OBSERVE ANY EVENT AT ANY TIME.**

26. GENERAL PROVISIONS:

- The Community Center is a NON-SMOKING facility.
- Renter is responsible for any items brought into and left at the Community 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 or barbecue pit area.
- Juvenile organizations (members under the age of 21) must have one (1) full-time advisor or sponsor for every twenty (20) juveniles in attendance.
- **To sell liquor in the Community 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.

QUOTE AVAILABLE UPON REQUEST THROUGH DIVERSIFIED RISK INSURANCE. (See Items #10-#13 for additional information.)



**Applicant/Payee Name:**

All fees MUST be paid by the Applicant/Payee ONLY – NO EXCEPTIONS!

**Address:** \_\_\_\_\_ **City/State/Zip:** \_\_\_\_\_

**Mailing Address (If Different):** \_\_\_\_\_ **City/State/Zip:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **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:** \_\_\_\_\_

<p><b>ALCOHOL: (SECURITY REQUIRED)</b></p> <p><b>SERVED:</b> Y / N</p> <p><b>SOLD:</b> Y / N <small>Add'l INSURANCE REQUIRED</small></p>	<p><b>SECURITY REQUIRED:</b></p> <p>Events serving alcohol will require two security guards.</p> <p>Quinceaneras will require three security guards.</p>
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**Classification of Event:**

**General Public:** Y / N **Private:** Y / N

**Fundraiser:** Y / N Org. Name: \_\_\_\_\_ **Event for Minor:** Y / N

**Food:** Sold: Y / N Served: Y / N

**Food Prep:** On site: Y / N Off site: Y / N

**Barbecue Rental:** Y / N (Additional \$50.00 fee.)

**Entertainment:** Y / N **Entertainment Type:** \_\_\_\_\_

**Early Entry:** YES NO

\_\_\_\_ 8:00am \$150.00 \_\_\_\_ 1:00pm \$100.00 \_\_\_\_ 4:00pm \$75.00

**Payment of Rental Fee, Deposits, and Cancellations**

The total fees for the Community 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 of (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.

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.

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Signature of Applicant/Payee

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Date



<b>RENTAL FEES:</b>	
IN TOWN*:	\$700.00/day * Denair Community Services District Residents (Must show proof of residency)
OUT of TOWN:	\$1,100.00/day
DEPOSIT:	\$1,000.00
KEY DEPOSIT:	\$15.00 Keys MUST be returned by 10:00 a.m. the Monday following your event.
INSURANCE:	Insurance is required for ALL events. No exceptions!
<b>**OFFICE USE ONLY**</b>	
Deposit:	\$1,000.00
Key Deposit:	\$15.00
Insurance: Purchased by renter	
BBQ Rental Fee: Y / N	\$
Rental Fee:	\$
Early Entry Fee:	\$
<b>TOTAL FEES DUE:</b>	
Date:	
Amount Paid: \$	
Balance Due: \$	Rec. By: _____
Date:	
Amount Paid: \$	
Balance Due: \$	Rec. By: _____