

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/Sweet 16 will require three security guards regardless of serving Alcohol.**

Security Contract is due no later than 30 days before the event or the event may be cancelled with loss of deposit. Must be in the name of the rent on the contract.

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 (On Contract) will be required to purchase insurance we recommend it be through our approved insurance provider with HUB International at eventinsure.com

. 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. Must be in Renter name no exceptions.

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 (Including attire and decorations). IF USED, WILL RESULT IN AUTOMATIC LOSS OF \$100.00 OF THE DEPOSIT PLUS UP TO FULL DEPOSIT IF ANY ADDIOTTIONAL CLEANING. 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. Any noise complaints to the Sheriff will resolute in loss of Full Deposit.
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^o. Tampering with thermostat will result in an automatic loss of \$100.00 and can result in loss of entire deposit per Denair Community Center discretion.
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 the business day 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 \$100.00 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:

Tables: Round 60-inch diameter Number Available: 14 Seating: 8 each

Tables: Rectangle 8 feet long Number Available: 33 Seating: 8 each

Chairs Number Available: 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 most cases there will be an automatic \$100.00 violation fee and additional fees for repair, damages, cleaning, service time, ect. as determined by Denair Community Center Staff not limited to the full deposit amount.. If costs exceed the amount of the deposit, the payment must be made within one (1) week of notification of costs. With the exception of Alcohol and Key return please see item number 26.

- **Walls must be cleaned of all marks and food.**
- **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 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.
- Nothing can be hung up or use of any type of tape, nails, thumbtacks or ect. on the walls and ceiling or use tape on center floor.
- Any use of glitter/confetti even if on personal items such as attire that shed glitter/confetti resulting in it being on floors or any items in the community center.

26. **LOSS OF DEPOSIT PART 2: Additional Fees and FULL LOSS of DEPOSIT**

- The keys must be returned by 10:00 AM the first working day following the rental unless prearranged; if not, the \$50.00 key deposit will be kept. Lost or not returned keys will result in an upfront fee of \$50.00 plus any additional fees to replace or rekey facility
- Spills on the Center floor must be cleaned immediately, or they will damage the flooring, resulting in a payment of up to \$500.00 for each area that needs treatment. This will be taken from the deposit, and any additional costs will be billed to the person or organization that signed the Agreement.
- 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.
- Undisclosed alcohol found on the premises and surrounding area (parking lot) will result in an automatic loss of deposit.

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.

27 .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.