

# Facility Rental Contract

Date Deposit Paid \_\_\_\_\_ (\$250)  
Date Rental Fee Paid \_\_\_\_\_ Amount \_\_\_\_\_

Today's Date \_\_\_\_\_

Contact Name \_\_\_\_\_ Email \_\_\_\_\_

Phone Number \_\_\_\_\_ Alt. Phone Number \_\_\_\_\_

Event Date \_\_\_\_\_ Event Time \_\_\_\_\_ Arrival\*/Departure Time \_\_\_\_\_

Event Description \_\_\_\_\_

Credit Card Information \_\_\_\_\_ exp \_\_\_\_\_ security code \_\_\_\_\_

Community Center Emergency Contact \_\_\_\_\_

Room/Equipment Needed:

Room Rental - A minimum of two hours is required for all facility rentals.	Price; Non-Profit, Member, Non-Member	# Hours Needed (A minimum of 2 hour required)	\$ Amount
Performance Hall (Gym)	\$125, \$175, \$225/hr.		
Herrick Room (Upstairs)	\$60, \$70, \$80/hr.		
Cleary Room/Kitchen (Downstairs)	\$60, \$70, \$80/hr.		
Equipment Needs	Price	#Needed	\$
Chairs (100 available)	No charge		
60" Round Tables (10 available)	No charge		
6' Banquet Tables (16 available)	No charge		
5' Banquet Tables (in Herrick Room, 4 available)	No charge		
Projector Screen (Herrick/Gym)	No charge		
Projector	\$25		
Set Up/Clean Up Fee - depends on details	TBD		
Miscellaneous -			
<b>Grand Total</b>			<b>\$</b>

## TERMS AND CONDITIONS

### Definitions

**RSFCC:** Refers to the Rancho Santa Fe Community Center

**Responsible Party:** The representative for the event who signs this contract and is responsible for the conduct of guests and financially responsible for the event. The responsible party is also liable for any theft, damage to guests' property or Center property, as well as personal injury during the time of this contract. The responsible party is also accountable for property clean-up by the agreed upon time.

**Guest:** A person attending the event.

**Setup Time:** The setup time for an event begins when the first person arrives to setup for the event or at the time specified in the body of the contract.

**End Time:** All events must end no later than 10:00 p.m. or at the agreed upon time. This includes clean-up by party renting space unless otherwise specified in the body of this contract.

### Security Deposit

Receipt of the contract, accompanied by a \$250 security deposit, will guarantee the reservation. A contract must be signed at least one month in advance of the rental date. Reservations are not considered complete until the security deposit has been received and all parties have signed the contract. The deposit will be refunded if the building is left clean and orderly after the event, and all contractual stipulations are met. The deposit will not be refunded if the event is canceled less than two weeks before the scheduled date. Please note: **Deposit must be held on a credit card and is not considered part of the total rental fee.**

### Facility Use Fee

In addition to the security deposit, full payment of the rental facility fee is due 7 days in advance of the event. Otherwise, your event will be canceled. Any additional charges incurred will be billed by the RSFCC on the day following your event. If you do not clean the facility after your rental, a payment of the minimum clean-up charge (two hours at \$100/hour) of \$200 must be paid together with the rental fee. Any additional clean up charges will be deducted from the security deposit or billed after the event if the security deposit is not sufficient. For the facility to be considered "clean" all decorations must be taken down and all trash must be in trash cans. The rental fee is non-refundable if cancellation of the event occurs less than 7 days prior to the date of the scheduled events.

### Decorating/Clean-Up

- The RSFCC expects the facility to be left in the same way as when the first person for the event arrived.
- Decorating and personal set up may begin at the time specified in the body of the contract.
- Clean-up of decorations and trash must be done by RESPONSIBLE PARTY during or immediately following the event within the allotted time. Any time which exceeds the regularly scheduled contract time will be charged to the RESPONSIBLE PARTY, including staff overtime charges and hourly usage fee. If, in the event that trash, decorations, or other alien items are left by the RESPONSIBLE PARTY, any clean-up performed by the RSFCC staff shall be billed at one hundred dollars (\$100) per hour.
- Staff reserves the right to request the removal of any decoration which may be considered a fire or safety hazard, or which may be damaging to equipment.
- Decorations must comply with fire ordinances and may not be fastened to walls with thumb tacks, nails, or staples.
- All fog and smoke machinery are prohibited in the rooms or on the grounds.
- The use of candles, confetti, rice, or bird seed is prohibited in the rooms or on the grounds.

The RSFCC Provides staff for events for the sole purpose of ensuring that rules and regulations stipulated in this contract are not violated. Staff is allocated to allow entrance and exit from the premises by event participants and to answer specific questions regarding restrooms, lighting, or other facility matters. It is expected that the RESPONSIBLE PARTY planning the

event will provide ample staffing whether volunteer or hired, as the RSFCC staff will not provide service during the event which does not relate to the above-mentioned items.

**I have read, understand, and agree to the terms and conditions for decorating and clean-up:**

**Responsible Party** \_\_\_\_\_ **Date** \_\_\_\_\_

### Attendance

- It is expected that the maximum number of participants shall not exceed that which is stated in the body of this contract. It is also expected that the attendance number will be confirmed 72 hours prior to the event for RSFCC staffing needs.
- It is expected that the RESPONSIBLE PARTY shall provide adequate supervision of all youth/teen's patrons of the center. **It is expected that for every five (5) youths/teens attending the event, one adult whose sole position at the event is supervisory, shall also be in attendance.** If, at any time it is deemed that there is inadequate supervision for the youth attending the party, the RSFCC has the right to terminate the event. In the case of such an event, the RESPONSIBLE PARTY acknowledges their one (1) hour deposit and usage fees are non-refundable.
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**I have read, understand, and agree to the terms and conditions for decorating and clean-up:**

**Responsible Party** \_\_\_\_\_ **Date** \_\_\_\_\_

### Food and Beverage Service

- There will be no smoking on community center property. Alcoholic beverages, illegal drugs, firearms and other weapons are not permitted on premises.

**RESPONSIBLE PARTY shall assure that no conduct or activities on the premises violate any ordinance or law.**

**I have read, understand, and agree to the terms and conditions for decorating and clean-up:**

**Responsible Party** \_\_\_\_\_ **Date** \_\_\_\_\_

### Theft and Damage

- The RSFCC holds the undersigned party responsible for any damage to floors, carpeting, and other furnishings as a result of abusive treatment by any persons attending the event.
- The RSFCC is NOT responsible for theft or damage to guest property, or personal injury during the time of this contract.
- The RSFCC is not responsible for lost or stolen items.

**I have read, understand, and agree to the terms and conditions for decorating and clean-up:**

**Responsible Party** \_\_\_\_\_ **Date** \_\_\_\_\_

### HOLD HARMLESS/INDEMNIFICATION AGREEMENT

**RESPONSIBLE PARTY represents and agrees as follows:**

1. RESPONSIBLE PARTY has received and fully understands the Policies and Regulations for use of the facility and shall provide RSFCC with a copy of their general liability insurance forms.
2. RESPONSIBLE PARTY and all members of RESPONSIBLE PARTY'S group or organization shall abide by the Policies and Regulations.
3. RESPONSIBLE PARTY has inspected the RSFCC or premises proposed for use and has determined that they are in a safe and appropriate condition for the activities planned. Applicant and all members of applicant's group or organization hereby ensure that said property or premises are kept and operated in a safe and appropriate condition.
4. RESPONSIBLE PARTY expressly understands and agrees that the RSFCC, its officers, employees, agents and invitees will not be liable for any injury to any person or damage to any property resulting from the activities of RESPONSIBLE PARTY or RESPONSIBLE PARTY'S group or organization conducted on or about the property of the RSFCC. RESPONSIBLE PARTY and the members of RESPONSIBLE PARTY'S group or organization, individually and collectively, hereby agree that:  
RESPONSIBLE PARTY shall indemnify and hold harmless entity and its officers, officials, employees and agents from and against all claims, damages, losses and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the RESPONSIBLE PARTY or



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any member of the RESPONSIBLE PARTY'S group or organization, anyone directly or indirectly employed by any of them or anyone for whose acts of them may be liable, except where caused by the active negligence, sole negligence or willful misconduct of the entity:

5. RESPONSIBLE PARTY is expressly authorized to bind each and all of the members of RESPONSIBLE PARTY'S group or organization.
6. The undersigned states that, to the best of his or her knowledge, the property for use of which application is hereby made will not be used for the commission of any act which is prohibited by law, or for the commission of any crime including, but not limited to, the crime specified in Sections 11400 to 11401 of the California Penal Code.

**Responsible Party** \_\_\_\_\_ **Date** \_\_\_\_\_