



Rental Lease Agreement

In consideration of the mutual promises of parties hereto, Rescue Community Center, a non-profit organization, referred to as **OWNERS**, and _____, referred to as **LICENSEE**, hereby agree to enter into an agreement for the use of the premises known as the Rescue Community Center, in the town of Rescue, County of El Dorado, California, under the following conditions:

1. The license to use the premises shall be for the **date of** _____ and **time of** _____ for the purpose of _____ (wedding, memorial, birthday, etc.)
2. The rental fee shall be **\$450.00, plus a \$500.00 security deposit**. Rental fees and security deposits are **due 30 days prior to date of rental**. If not paid prior to 30 days your date may be forfeited.
3. A **\$150.00 nonrefundable deposit** is required along with the signed Rental Agreement which will be applied to the \$450.00 rental fee.
4. **LICENSEE** must clean and vacate the premises on the agreed date and time of this contract, or by 11:30PM, whichever is earlier, or the security deposit will be retained by the **OWNER**.
5. **LICENSEE** must have all music, including bands, shut down by 11:00PM or the security deposit will be retained by the **OWNER**.
6. **Garbage and Trash**: There is a dumpster on-site. Renters must furnish their own trash bags and remove place all garbage in the dumpsters at the end of the event. Any garbage not fitting into the dumpster, with the lid closed (no overfilling) must be removed from the property and disposed elsewhere by the **LICENSEE**. Any additional garbage fees due to items left outside the dumpsters will be charged to the **LICENSEE**.
7. The security deposit will be refunded to **LICENSEE** by mail within 30 days of the event if the facility is in good, clean, and undamaged condition when vacated by the Renter at the agreed upon time, and all rental requirements have been met, otherwise a fee to cover damages, replace any loss and/or a cleaning fee of \$100.00 will be deducted.
8. **Alcohol** may only be served at private events. But a valid license from California Alcoholic Beverage Control (ABC) **if alcohol is being sold or the event is open to the public**. A **copy of the license** for the event date must be received by Rescue Community Center **seven (7) days prior to the rental date**. All events must comply with California ABC Alcoholic Beverage Control Act; ABC Provision § 23399.1.
Please check one: Alcohol will **not** be served Alcohol will be served
9. **LICENSEE** shall provide a **Certificate of Insurance** for general liability in the amount no less than \$1,000,000. **LICENSEE** warrants it has ability to be financially responsible for any property damage

and/or loss or injury which may occur on the rented premises.

10. The parties agree that the **OWNERS**, its officers and directors shall not be responsible for loss or injury incurred (including alcohol related) on the premises. Further, **OWNERS** shall not be responsible or liable for loss of, or damage to any person or personal property of LICENSEE or LICENSEE’S guests during the rental period.

11. **OWNERS** may cancel this agreement and the rental at any time if they perceive:

1. A threat to any person or property,
2. Any unsafe or illegal act,
3. Drunkenness or disorderly conduct,
4. Any breach of this agreement,
5. If the event will extend past the agreed upon end time.

12. In the event the **OWNER** must cancel the LICENSEE’s event due to unforeseen hazardous circumstances such as severe weather, power outages, health risk concerns, etc., all rental fees and security deposits with either be applied to a future rental or returned by mail within 30 day. **LICENSEE** will be notified of cancellation at the earliest possible time by **OWNER**.

13. **LICENSEE** acknowledges the premises are rented with the structure, furnishings, fixtures, and equipment in good condition and agrees to leave said structure, furnishings, fixtures, and equipment in as good a condition as when received, reasonable wear and tear accepted; **and will abide by attached clean-up information.**

14. **LICENSEE**, by this Agreement, accepts all items in said condition and will be responsible for all breakage, loss, and other damage.

15. **LICENSEE** may cancel this agreement by giving the **OWNER** written notice of intent to cancel, at least thirty days prior to the date of the rental. Failure to provide written notification within 30 days will result in the forfeiture of the rental fee or in the absence of the rental fee the deposit will be forfeited. Written notification may be email or written. Send written notice to the address below.

LICENSEE: _____

Executed on _____ at Rescue, California.

Licensee Signature

Licensee Address

Licensee Phone Number

Licensee Email

Rescue Community Center Rental Agent

MAKE CHECKS PAYABLE TO:

Rescue Community Center

P. O. 206

Rescue, CA 95672

rescuecommunitycenter@gmail.com

(530) 677-9345



RELEASE OF LIABILITY

READ CAREFULLY - THIS AFFECTS YOUR LEGAL RIGHTS

In exchange for participation in the activity of renting community/ event space organized by Rescue Community Center, Inc., of 4180 Green Valley Road, Rescue, California, 95672 and/or use of the property, facilities and services of Rescue Community Center, Inc., I, _____, of _____, _____, _____, agree for myself and (if applicable) for the members of my family and guests, to the following:

- 1. AGREEMENT TO FOLLOW DIRECTIONS.** I agree to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by Rescue Community Center, Inc., or the employees, representatives or agents of Rescue Community Center, Inc.
- 2. ASSUMPTION OF THE RISKS AND RELEASE.** I recognize that there are certain inherent risks associated with the above described activity and I assume full responsibility for personal injury to myself and (if applicable) my family members, and further release and discharge Rescue Community Center, Inc. for injury, loss or damage arising out of my or my family's use of or presence upon the facilities of Rescue Community Center, Inc., whether caused by the fault of myself, my family, Rescue Community Center, Inc. or other third parties.
- 3. INDEMNIFICATION.** I agree to indemnify and defend Rescue Community Center, Inc. against all claims, causes of action, damages, judgments, costs or expenses, including attorney fees and other litigation costs, which may in any way arise from my or my family's use of or presence upon the facilities of Rescue Community Center, Inc.
- 4. FEES.** I agree to pay for all damages to the facilities of Rescue Community Center, Inc. caused by any negligent, reckless, or willful actions by me or my family.
- 5. APPLICABLE LAW.** Any legal or equitable claim that may arise from participation in the above shall be resolved under California law.
- 6. NO DURESS.** I agree and acknowledge that I am under no pressure or duress to sign this Agreement and that I have been given a reasonable opportunity to review it before signing. I further agree and acknowledge that I am free to have my own legal counsel review this Agreement if I so desire. I further agree and acknowledge that Rescue Community Center, Inc. has offered to refund any fees I have paid to use its facilities if I choose not to sign this Agreement.

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7. ARM'S LENGTH AGREEMENT. This Agreement and each of its terms are the product of an arm's length negotiation between the Parties. In the event any ambiguity is found to exist in the interpretation of this Agreement, or any of its provisions, the Parties, and each of them, explicitly reject

the application of any legal or equitable rule of interpretation which would lead to a construction either "for" or "against" a particular party based upon their status as the drafter of a specific term, language, or provision giving rise to such ambiguity. Accordingly, the Parties specifically reject the application of Cal. Civ. Code §1654 to this Agreement, as well as any other statute or common law principles of similar effect.

8. ENFORCEABILITY. The invalidity or unenforceability of any provision of this Agreement, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision of this Agreement or of any other applications of such provision, as the case may be, and such invalid or unenforceable provision shall be deemed not to be a part of this Agreement.

9. DISPUTE RESOLUTION. The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to final and binding arbitration under the rules of the American Arbitration Association. The arbitrator's award will be final, and judgment may be entered upon it by any court having proper jurisdiction.

10. EMERGENCY CONTACT. In case of an emergency, please call _____

(Relationship: _____) at _____ (Day), or _____ (Evening).

I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.

This Release of Liability is executed and agreed to by: _____
Print Name

I understand & agree this is a legal representation of my signature.

Sign

Date

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Hall Capacity: Approximately 250
Seating Capacity: Approximately 130
Hall Square Footage: 2,284

NO GLITTER OR CONFETTI DECORATIONS ALLOWED!

ABSOLUTELY DO NOT ATTACH OR PIN ANY DECORATIONS TO THE ACOUSTICAL CEILING PANELS OR YOU WILL BE CHARGED FOR REPLACEMENTS!

CEILING CENTER AND SIDE HOOKS ARE PROVIDED TO ATTACH DECORATIONS!

MUSIC MUST BE TURNED OFF BY 11:00 P.M.



Rental Includes use of:

20 6-foot banquet tables	2 4-foot tables	120 folding chairs
Movable stage	Small portable bar	Outdoor BBQ
Covered patio with 6 tables	2 large electric coffee pots	Kitchen with range, warming oven & refrigerator

The stove pilot is lit prior to your event. After you're done with the stove we ask all burners shut off and the main gas line in the kitchen (back left of stove) is turned off.

Bring your own cutlery, cookware and chopping boards.

Utensils and items in drawers/cupboards are property of the Community Center and NOT for use by renter.

Any loss or damage to the property will be charged at the rate of replacement and or repair plus \$300.

Please keep outside shed door locked unless in use by the renter!



CLEAN-UP INFORMATION

1. You must provide 55-gallon drum garbage liners for trash and 13-gallon liners for restrooms.
2. Dump all coffee grounds in the trash, NOT IN THE SINKS.
3. All trash must be dumped in outside trash and recyclable dumpsters. If trash exceeds dumpster capacity, excess trash must be disposed of by Licensee. Please make sure dumpster lid remains closed.
4. Floors are to be swept and mopped with just water. This includes the kitchen and bathroom floors.
5. All decorations and tacks, staples, tape, etc. are to be removed from walls, ceiling (do not touch ACOUSTICAL CEILING PANELS), and tables.

6. Wipe all tables and chairs clean.
7. Leave two racks of chairs and 10 tables together in Hall at all times.
8. Make sure all windows and doors are closed tightly and locked.
9. Turn off gas stove and hood fan, kerosene heater or swamp cooler, all the lights inside and out, water heater, and refrigerator (with potholder to keep door ajar).
10. Make sure all toilets and urinal are flushed and cleaned before leaving.
11. Check the outside perimeter of building for any trash, balloons, bottles, or decorations that may have been left by your guests and dispose of them in the trash.
12. If you use the patio and/or BBQ, please leave them neat and clean.
13. Make sure shed is locked and put keys back in lockbox.



CLEANING DEPOSIT CHARGES

Approved by the board on July 20, 2020
Non-Compliance Charges

- Floor not cleaned -- \$200.00**
- Kitchen & Bathrooms -- \$100.00**
- Trash on Grounds -- \$100.00**
- Stove, Oven, or Griddle -- \$100.00**
- Refrigerator -- \$100**
- Barbeque Grill -- \$100.00**
- Glitter and/or confetti -- \$200.00**
- Damage to acoustical panels -- \$400 each**
- Keys not returned -- \$50.00**

We appreciate your assistance in keeping our hall clean and looking its best at all times.

We thank you very much for choosing Rescue Community Center for your special event and look forward to your return.

Acknowledgement of Cleaning Deposit Charges

By signing below the **Licensee** acknowledges they have read and understand the cleaning procedures and requirements by the Rescue Community Center. The return of **Licensee's** cleaning deposit will be based on satisfactory compliance of these requirements or **Licensee's** cleaning deposit refund could be reduced based on the charges outlined above.

Licensee Signature: _____