

AVILA BEACH COMMUNITY CENTER

191 San Miguel Street
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Rental Agreement

This agreement was entered into on _____ by and between the AVILA BEACH CIVIC ASSOCIATION and:

Name/Organization _____ Non Profit ID (if applicable) _____

Address _____ City _____ State _____ Zip _____

Phone _____ Email _____

Multi - Purpose Room

Purpose of rental: _____ Attendance: _____

Multiple Bookings (Circle One) Yes No

Dates and Time: Date#1: _____ Total Hours: _____

Set up time: From _____ to _____

Event time: From _____ to _____

Clean up time: From _____ to _____

Date#2: _____ Total Hours: _____

Set up time: From _____ to _____

Event time: From _____ to _____

Clean up time: From _____ to _____

Event Information:

Is this event open to the public? Yes No Will there be a fee charged? Yes No

Is this a fundraising event? Yes No Will there be amplified music? Yes No

Will alcohol be served? Yes No Will you be using the kitchen? Yes No

Do you need our projector? Yes No Do you need our audio equip? Yes No

Are you using a caterer? Yes No

If yes, Name: _____ Phone: _____

Are you renting event supplies? Yes No

If yes, Name: _____ Phone: _____

What: _____

Insurance Certificate: Additional Insured (Homeowners/Personal) Special Event Policy Other

User acknowledges that it is aware of rules and regulations governing said building, which are posted therein, and agrees to comply strictly with such rules and regulations. User acknowledges and agrees that user has inspected the building, is aware of its condition, and that said building is appropriate for user's purpose in its present condition.

SAVE HARMLESS AND INDEMINIFICATION AGREEMENT

User agrees to indemnify, hold, and defend Owner harmless from any and all liability for injury to persons and/or damage to property in any manner arising under or by virtue of this Agreement or from User's use of the building pursuant to this agreement. This shall include, but not be limited to assignment of time and space for regularly scheduled activities, sporadic use and on time events. With this understanding, I/We further agree to indemnify, defend and save harmless the Avila Beach Civic Association, its Board of Directors, their respective officers and members, agents and employees from and against any and all claims, losses, injuries, suits or judgments arising from or in connection with my/our functions as participants. I/We agree to this indemnification and save harmless for myself/ourselves, my/our successors, assigns, heirs, executors and administrators, and any other person or entities who/which may have claim based on my/our personal injuries and/or property damage. I/We further understand and agree that this save harmless and indemnification shall apply to any and all facilities that the Association may own and/ or control.

Furthermore, I/ We have and agree to abide by the Association rules and regulations pertaining to the use of the facility (See rules on reverse side). I/ We understand further that I/ We will be held financially responsible for any damage to the facility or equipment which occurs through our group's use of the building.

Applicant's Signature: _____ Date: _____

Avila Beach Civic Association Approval by: _____ Date: _____

FOR OFFICE USE ONLY			
Event Date: _____	Invoice Date: _____	Last Full Refund Date: _____	
<p>RENTAL INFO</p> <p>Room: _____ MPR _____ Garden _____</p> <p>_____/hour @ _____ Hours: _____</p> <p>Kitchen Use: Yes No _____</p> <p>Projector Use: Yes No _____</p> <p>Audio Use: Yes No _____</p> <p>Cleaning Fee: _____</p> <p>TOTAL RENTAL COST: _____</p> <p style="padding-left: 20px;"><i>cash</i> <i>check#</i></p>	<p>DEPOSIT INFO</p> <p>Deposit Amount: _____</p> <p>Attendance: _____</p> <p>Security Required: Yes No _____</p> <p>Deposit Date: _____</p> <p>Cash Check# _____</p>		
<p>Notes: _____</p> <p>_____</p> <p>_____</p>			

CANCELLATION			
Cancellation Date: _____	<input type="checkbox"/> 100% _____	<input type="checkbox"/> 50% _____	<input type="checkbox"/> 25% _____
CLEANING/DAMAGES			
Amount Held	_____		
Inspected By:	_____		
Notes: _____			

FACILITY USE POLICIES

RULES FOR FACILITY USE:

Application: Any person or group wishing to use the multi-purpose room must fill out an application. If the schedule is clear for the date requested, staff will estimate use fees. No application will be accepted without a deposit. If the application for use is approved, it will be signed by staff and a copy given to the applicant.

Reservations

- All approved reservations shall be paid in full 30 days prior to the event.
- If reservation is scheduled within 30 days, full payment and deposit must be paid at time of booking by two separate checks.
- Payments made with credit cards will be subject to a 3% non-cash fee.
- Cancellations made more than 30 days prior to the scheduled date will be charged a \$75.00 fee.
- Any cancellation made less than 30 days prior to the scheduled date will be charged a \$150.00 fee.
- All cancellation fees will be deducted from the security deposit.
- Any event not paid in full within 14 days prior to the event will be cancelled and the full deposit will be forfeited.
- The ABCA reserves the right to cancel any applicant's reservation with no notice in case of an emergency closure of the facility.

Certificate of Insurance: The Avila Beach Civic Association must be named as Additional Insured for a minimum of \$500,000. This is often added to a renter's homeowner's policy or by taking out a Special Event policy. Contact your insurance agent for pricing information.

SECURITY DEPOSITS:

- The security deposit in full is required prior to any application being accepted.
- The security deposit check will be returned uncashed if the condition of the facility is left in the manner it was rented.
- The full amount or partial amount of deposit may be retained, depending on the condition of the facility following your rental.
- If repairs or additional cleaning is necessary, expenses for supplies and labor will be deducted from your deposit.
- If your rental exceeds the time agreed on, additional usage fees will also be deducted. Security deposit refunds will be returned within 30 days of the rental date.
- If alcohol is being served and any damage occurs to the facility or its contents there will be no refund of the deposit, even if the cost to repair is less than the deposit amount. Any expenses incurred in excess of the deposit will be billed to you and the balance will be due within 30 days.

SET-UP AND CLEAN –UP:

- All setup and clean up times will be scheduled through the ABCA and charged at the hourly rate.
- Any damage to the premises, furnishings or equipment by applicant or guest will be charged to the user.
- User groups are expected to perform basic cleanup of the facility, i.e., set up and take down of chairs and tables.
- No hay, grass, or other flammable or combustible decorations shall be used inside the center.
- No screws, tacks, staples, adhesive tape, nails, or other hanging material that may leave permanent damage is forbidden.

GENERAL:

- Absolutely NO smoking allowed. The Avila Beach Community Center is a non-smoking building.
- All personal belongings must be removed, and the building shall be vacated by midnight except by special permission.
- Building must be left in the same condition it was found before using it.
- Cleaning must be done immediately following the activity (Including kitchen if used).
- All furnishings shall be left or restored to original location.
- Damage to the building or equipment will be charged to user.
- **Do NOT drag tables or chairs across floor. Monies will be deducted from security deposit for deep scuffs or gouges.**
- At no time is it allowed to have containers with ice or water to keep drinks cold on the hardwood floors.
- Garbage and refuse must be placed in receptacles provided. Extra garbage bags will be provided.
- Youth activities shall have adequate chaperones.
- No alcoholic beverages shall be permitted in the building without prior approval. If served, security requirements apply, and State ABC regulations will be met.
- Amplified sound/music by prior permission only and must be off by 10pm according to local noise ordinance.
- Do NOT tamper with multi-breakers or thermostat.
- **PLEASE NOTE:** Events with attendance over 100 people or any event when alcohol is served, shall furnish adequate security protection. Special deputies may be obtained from the sheriff's office or retained from a local security company.