

**Heyneman Park Lease Agreement**

*Note: The FVA Board has the right to decline applications.*

*Heyneman Park is not owned or maintained by the County of San Diego. It is privately owned and maintained by the Fallbrook Village Association, a non-profit 501c/3 corporation.*

# **Heyneman Park is a 35, 910 sq ft park with room for 2500 people standing, or 1000 people with seats.**

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Non-profit? \_\_\_\_ For Profit? \_\_\_\_Non Profit Tax ID: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Company or Organization: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact Phone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Cell Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Mailing Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Describe Function to be held: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date of Event: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Start Time of Event (includes set up): \_\_\_\_\_\_\_\_\_\_\_ End Time of Event (includes clean up):\_\_\_\_\_\_\_\_\_\_\_\_

Check All That Apply:

Food Served\_\_\_\_ Alcohol Served\_\_\_\_ Amplified Music Provided \_\_\_\_ Electricity Required\_\_\_\_

Non-Profit Organizations:

1. Hourly rate minimum of 2 hours is $50.00 per hour. Cleaning and trash fee (required if food is served): $50.00
2. Electricity: $35.00

For-Profit Organizations:

1. Hourly rate minimum of 2 hours is $75.00 per hour. Cleaning and trash fee (required if food is served) : $50.00
2. Electricity: $35.00

Deposits:

Deposit will be equal to one half the total rental fee.

Terms:

* 1. Insurance for the event must be provided.
	2. If an event is open to the public, an ABC License must be provided 24 hours in advance of event if alcoholic beverages are served.
	3. Lessee may not sublet the premises or assign his lease without Lessor approval
	4. All Lessees must provide proof of insurance with the Fallbrook Village Association listed as additional insured.
	5. Lessee accepts the premises subject to all local, county, state and federal laws, regulations and ordinances. Lessor makes no warranties regarding the current or future suitability for Lessee’s required use. Lessee is required to do his own research.
	6. Lessee must comply with all county regulations and is responsible for obtaining all required permits for their event.
	7. Lessee shall be responsible for the premises and all items belonging to the premises.
	8. Lessee shall be responsible for all damages to premises caused by employees and/or customers/guests who attend the event.
	9. All signs, banners and displays must be pre-approved by Lessor.
	10. The premises must be left with everything in good working order. It is the Lessees responsibility to insure that everything is in working order prior to the lease period.
	11. Premises must be left in the original condition or better.

**Fallbrook Village Square Liability Waiver**

The undersigned **Applicant** for him/herself and his/her agents, executors, administrators, and assigns does hereby indemnify and agree to hold the **Fallbrook Village Association**, their agents, employees and assigns free and harmless from any and all claims, demands, actions, causes of actions, damages, attorney fees and cost of every kind and nature whatsoever that are hereafter made or brought by any person or entity whatsoever as a result of or arising out of the

Applicant’s use of the rented premises. In addition, the **Applicant** shall, upon demand of the **Fallbrook Village**

**Association**, their agents or assigns, provide at his own cost all necessary defense of the **Fallbrook Village Association** of any such claims demanding action or cause of action.

**Release of Fallbrook Village Association Liability**

As a further consideration for the use and occupancy of the space and premises, **Applicant** for him/herself, his/her agents, executors, administrators and assigns does hereby agree that the **Fallbrook Village Association**, their agents, employees and assigns shall not be liable to the **Applicant**, his/her agents, administrators, executors and assigns, guests, licenses, or invitees for any loss or damage, injury or death caused to them on their property as a result of the use and occupancy of the spaces and premises.

It is further agreed that any stored property is placed in the space at the **Applicant’s** sole risk and the **Fallbrook Village Association**, their agents, employees and assigns shall have no responsibility or liability for any loss or damage to said property from any cause whatsoever. It is agreed by the **Applicant** that this release of **Fallbrook Village Association’s** liability is bargained for condition of the rent set forth herein. **Fallbrook Village Association** does not carry insurance to cover losses or damages to the **Applicant’s** property for any cause whatsoever and that were **Fallbrook Village Association** not released from liability as set forth herein, a much higher rent would have to be agreed upon.

The **Applicant** further acknowledges that insurance is available from independent insurance companies to protect the **Applicant** in the event of theft, damage or destruction of their store property in the event the **Applicant** acquires such insurance. The **Applicant** expressly agrees that the carrier of such insurance shall not be subrogated to any claim of the **Applicant** against **Fallbrook Village Association’s** agents, employees or assigns for any liability released herein. The Applicant acknowledges that **Fallbrook Village Association** does not warrant or represent that **Applicant’s** property will be safely kept nor that it will be secure against theft nor that premises and space are secure against hazards caused by water, fire, or the elements of weather or earthquake.

Lease period: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Rental Rate: $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Security Deposit: $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Cleaning Fee (if applicable) $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Electricity: $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Other fees: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Total Due $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

All amounts due must be paid in advance of the lease period. Space reservations are not confirmed until full payment is received.

I accept all the terms as stated above.

 Signature of Applicant:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Fallbrook Village Association;

PO Box 2438;

Fallbrook, CA 92088 760-723-8384

Approved by: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1-14-21