



231 North Main Ave.  
Fallbrook, CA 92028

## Facility Rental Application

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

Applicant or Company Name: \_\_\_\_\_

Non-profit Organization? Non-Profit Number: \_\_\_\_\_  For Profit Organization?

Private Function (I.e.: Birthday Party, Wedding, etc.) \_\_\_\_\_

Contact Name if Different than above: \_\_\_\_\_

Contact Phone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

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

Description of Event **with dates and times (include pre-event dates and set up):**

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### Insurance

All theater rental applicants shall provide special event insurance or acceptable insurance of a \$1,000,000 comprehensive general liability insurance naming The Mission Theater as additional insured on an "Additionally Insured Endorsement". Rental applicant shall bear 100% cost of insurance.

### Food and Alcohol

All food and alcohol on The Mission Theater property will be provided by the theater and/or its assignees at the theater's discretion. Price plans are available upon request for those wishing to pay for their guests; otherwise, the Cinema Café may be open and guests can purchase individually. (subject to attendance numbers)

### General Rules

- Facility rental applicant or designated representative must be present and available during the entire rental period.
- Equipment or furnishings, shall not be removed or relocated without prior approval.
- Theater rental does not provide reserved or guaranteed availability of parking.
- Theater will not be responsible for any personal property lost, misplaced, or left behind.
- At the end of the rental period, the theater rental applicant shall return facility to the pre-event condition; all decorations removed, all trash disposed in proper receptacles, and removal of all personal property.
- Theater rental applicant is responsible to ensure event noise does not disturb other activities in or surrounding the facility or neighborhood.
- Smoking of any kind at theater facilities is prohibited.
- No marijuana or derivative products are allowed at the facilities.
- Rental applicant shall be responsible for all costs to repair and/or replace damage to the theater and/or equipment.
- Walls and fixtures of theater may be decorated during rental period and must be affixed using non-invasive materials. Invasive materials, such as glue, pins, nails, staples are prohibited.
- The use of birdseed, rice, silly string, confetti, glitter, flower petals, sparklers, firearms, and like materials is prohibited.
- Pets, with the exception of service animals, are not permitted in the theater.
- All advertising will need to be reviewed by the theater**
- Those representing groups or associations must show proof that they are authorized to be that group's representative.
- A cleaning fee may be assessed for each event depending on the condition of the premises.

### The Mission Theater Liability Waiver

The undersigned Applicant for him/herself and his/her agents, executors, administrators, and assigns does hereby indemnify and agree to hold The Mission Theater, 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 Mission Theater, their agents or assigns, provide at his own cost all necessary defense of The Mission Theater, of any such claims demanding action or cause of action.

### Release of The Mission Theater 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 Mission Theater, 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 Mission Theater, 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 The Mission Theater's liability is bargained for condition of the rent set forth herein. The Mission Theater does not carry insurance to cover losses or damages to the

Applicant's property for any cause whatsoever and that were The Mission Theater 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 The Mission Theater's agents, employees or assigns for any liability released herein. The Applicant acknowledges that The Mission Theater 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.

**Addendum:**

**Deposit:** \_\_\_\_\_

**Total rental fee:** \_\_\_\_\_

**Cleaning fee:** \_\_\_\_\_

**Total paid:** \_\_\_\_\_

**PLEASE SIGN BELOW**

I have read and agree to all the terms stated in this agreement.

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

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

Print Applicant's Name: \_\_\_\_\_

*A copy of this Liability Waiver to be held with The Mission Theater's Managers.*

**The Mission Theater**

PO Box 2332

Fallbrook, CA 92088

760-728-8323