WHITMORE COMMUNITY CENTER

30555 Whitmore Road P0 Box 287 Whitmore, CA 96096

Telephone: 530 472-6434 Email: whitmorecc@gmail.com Website: www.whitmorecc.org

RENTAL AGREEMENT

Tenant's Name:	Telephone:		
Address:			
Email:			
Purpose of Event:			
Date of Event:	Start Time:	End Time:	
Alcohol will be served: YES:	NO: (sign appropriate line)		
	NO: (sign appropriate line)		
Rental Fee: \$			
Reservation Deposit: \$	Balance Due: \$		

Note: All rental agreements are considered tentative until the Rental Contract, the Certificate of Insurance and the Daily Liquor License (if applicable) are on file in the WCC office and all Rental Fees and Security Deposits have been paid prior to two weeks before the event.

I, the undersigned, hereby certify that I am the sponsor or appointed representative of the organization requesting the use of the building. I hereby expressly agree individually and on behalf of said organization to indemnify and forever hold harmless the Whitmore Community Center and its officers, board members, and employees, individually and collectively, from any and all claims, demands, damages, right of action or causes of action connected to this rental contract. I further agree to pay for any and all damages that the event creates to the premises and for any thefts of property while under said control. I have received a copy of all rules and conditions for use of the facilities and I understand and agree to abide by them.

Signature of Tenant:		Date:	
Whitmore CC Representative:	(print name)	Title:	
Signature of Representative:		Date:	

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RULES & REGULATIONS

1. The current rental and security deposit rates are:

Regular Rates:

Hourly (2 hour minimum):\$75.00 per hourDaily – Main Hall Only\$400.00Daily – Main Hall & Kitchen\$475.00

Whitmore Residents and Business Rates:

Hourly (2 hour minimum):	\$60.00 per hour
Daily – Main Hall Only	\$320.00
Daily – Main Hall & Kitchen	\$380.00

Non-profit, Educational Institutions and Memorial Service Rates:

Half Day - \$50.00 Full Day - \$100.00

Security Deposit - \$250.00

Reservations require a 50% deposit of the rental fee which is non-refundable if you cancel within 14 days of your event. You are required to pay the balance of the rental fee and security deposit no less than 14 days prior to your event. Subletting of the facility is strictly prohibited.

- 2. Insurance requirements: You will attach to the rental contract a Certificate of Insurance providing liability insurance documentation, whether an individual or an organization, naming the Whitmore Community Center (WCC) as an additional insured for not less than the following amounts:
 - a. <u>Bodily Injury Liability</u> of \$100,000/\$300,000 each occurrence with an aggregate of \$1,000,000.
 - b. <u>Property Damage Liability</u> of \$250,000 each occurrence with an aggregate of \$250,000.
 - c. <u>Bodily Injury and Property Damage Liability</u> combined of \$1,000,000 each occurrence and \$1,000,000 aggregate.

You can request a Certificate of Insurance from the agent who handles your homeowner's insurance or your business liability insurance. You accept full responsibility for use of the facility and are liable for any damages that occur, including accidents or injuries to persons or property.

- 3. If alcoholic beverages are to be served at all, whether free or for sale, you must ensure that full liquor liability coverage is included in the insurance policy. If liquor is to be sold you must also obtain a Daily License from the Department of Alcoholic Beverage Control which ranges from \$25 to \$100 depending on the type of liquor sold and it is requested by the department that the application be submitted 30 days in advance of the event. You can get more information at this website: http://www.abc.ca.gov/forms/PDFSpc.html
- 4. Return of Security Deposit: Cleanup must be done the day of your event and includes all items listed on the attached checklist. If you do not clean the facility to a reasonable standard, a fine of \$25.00 per hour will be charged to clean the facility and grounds. If you do not return the keys within 24 hours after your event, you will be charged for re-keying the locks. Refund of your deposit will follow inspection of the facilities by a community center representative. Please allow 7 days processing time for the return of the security deposit.

- 5. You shall hold the WCC free and harmless of any liability arising out of your use of the premises. In the event of any legal action, the prevailing party may recover reasonable attorney fees from the non-prevailing party including costs incurred in such action.
- 6. You are responsible for the conduct of all attendees and must ensure these rules are followed.
- 7. You shall not alter or make any holes for attaching decorations to the doors, walls, ceilings or floors. Decorations may be attached using non-permanent means that do not damage surfaces, and must be placed and removed during the contracted rental times.
- 8. No unusually heavy items will be brought onto the premises.
- 9. There is absolutely no smoking in the community center. Smoking is restricted to outside the building and a smoking area is provided on the rear patio. There will be no narcotics allowed on the premises at any time.
- 10. You will not permit any activity that would disturb the peace or cause damage to the property or the property of adjoining landowners.
- 11. You will not permit any activity that would be in violation of any laws. You will ensure that all fire codes, life safety codes and all other applicable local, state and federal codes are followed.
- 12. Children must be supervised at all times and will not be allowed to play in the planted areas. The adult(s) in charge of the activity must be present during the entire rental period. The adult(s) will be responsible for the proper use of the facilities and the proper conduct of those in attendance.
- 13. If using the kitchen facilities, you are responsible for providing all items required for the event including dishes, pots and pans, silverware, linens, glasses, serving trays and carts.
- 14. The telephone will be unlocked and is available for emergency use. Please limit the use of the phone to necessary, local calls only.
- 15. Please help conserve our water, heat and cooling resources.
- 16. I understand that the WCC may be used for emergency services when declared and that the WCC can revoke the privilege of using the building should it be necessary to do so for any reasonable circumstance.
- 17. I understand that at times and for certain activities the WCC may require additional adult supervision, chaperons, or police and that any additional expenses for those costs shall be the responsibility of the tenant.
- 18. No meetings shall be political in nature, be subversive to the U.S. Government, immoral or discriminate against any race, age, color or creed.
- 19. The distribution of any literature or materials at your event must have prior approval.

The Whitmore Community Center Board of Directors appreciates your efforts in these matters and we thank you in advance for your cooperation.