

SPRINGVILLE VETERANS' MEMORIAL BUILDING
P. O. Box 943, Springville, CA 93265
559-539-0223

www.springvilleveteransmemorialbuilding.net

Revised April 15, 2008

RENTAL CONTRACT

This Agreement for rental of the Springville Veterans' Memorial Building, hereinafter described as "Leased Premises" and commonly known as the Springville Veterans' Memorial Building, Hwy 190, Springville, CA 93265, is entered into on the date noted and set forth between the Springville Memorial District, hereinafter referred to as the "Lessor," and

hereinafter known as the "Lessee."

PRELIMINARY AGREEMENT

Whereas lessor and Lessee have entered an agreement to lease the Leased Premises, Lessor and Lessee agree that said lease shall be governed by and subject to the terms and conditions as set forth herein and at the charges as herein determined. This Agreement sets forth the entire terms and conditions under which rental of the leased Premises shall be provided, and said rental shall be governed solely by the terms and conditions of the Agreement, notwithstanding any terms or conditions, oral or written, contained in any prior or subsequent agreement between Lessor and Lessee. This Agreement may only be modified or amended in writing, signed by both parties. Both parties acknowledge that the headings used herein are for reference only and that the terms of this Agreement are set out in the text under such headings.

LEASE TERM AND PAYMENTS

The lease shall be for a term of ____ day(s), and shall commence on (Date) _____, At (Time) _____ and expire promptly on (Date) _____, at (Time) _____. Lessee agrees to pay the rental sum of \$ _____, plus a refundable damage/cleaning deposit of \$135.00. A deposit of 25% of the rent shall be paid by Lessee to Lessor at the time of execution of this agreement. Full payment of the rental fee, plus the damage/cleaning deposit, must be made at least 14 days prior to the commencement date of the event. Reservations cannot be confirmed until this deposit is made. Advance deposit is refundable when cancellation of the Rental Contract is made two weeks or more before the event. Seventy-five percent of the rental deposit will be refunded if cancellation is made between 7 and 14 days before the event. No rental refund will be made 7 days or less before the event. Lessor shall return the damage/cleaning deposit, less any amount deducted for damages and cleaning, within 10 days of the completion date of the event or when the event is cancelled.

Lessee will provide ____ security officers. (If required)
Name, address and phone number of agency supplying security officers.

LESSEE'S RESPONSIBILITIES

SECURITY

Lessee may be required to provide security officers during their period of use of the Leased Premises. In events involving live music or disc jockey music with dancing and/or the consumption of alcoholic beverages, two (2) guards are required for parties up to 150 people. For parties over 150 people, four (4) guards are required. At least one guard will remain until all persons are out of the building and the custodian has closed and locked all doors. If Lessee fails to provide the specified number of security officers at the commencement of Lessee's use, Lessee's use of the Leased Premises can be delayed until the adequate number of security officers is provided. Security officers may be obtained from any security agency licensed by the State of California. It is understood that the security service is an independent contractor and not the agents or employees of Lessor.

INSURANCE

Lessee must provide at their own expense, and maintain for the term of this agreement, Broad Form Comprehensive General Liability Insurance naming the Springville Memorial District and their officers, employees, volunteer and agents as Additional Insured. This insurance coverage must be provided by an insurer licensed by the State of California and rated AAA or better by Best's Insurance Guide. The limit of coverage required is \$500,000 per occurrence. If alcohol will be served or sold at the event \$1,000,000 each occurrence Liquor Legal Liability is required. FAILURE TO PROVIDE THE INSURANCE REQUIRED BY THIS AGREEMENT MAY RESULT IN CANCELLATION OF THIS AGREEMENT AND FORFEITURE OF DEPOSITS AND FEES PAID BY LESSEE. The insurance certificate shall include that there shall be no cancellation or reduction in coverage of the policy without thirty (30) days prior written notice to Lessor and shall cover and state all dates Lessee is to be on the premises. The insurance requirement under this Agreement shall not be waived, altered, or canceled without the prior written authorization of the Lessor. Failure of Lessor to enforce in a timely manner any of the provisions of this Section shall not act as a waiver to enforcement of any of these provisions at a later date in the performance of the Agreement. A copy of the Certificate of Insurance must be delivered to the Lessor before the agreement for use of the facility can be executed.

ALCOHOL

No alcoholic beverages of any kind shall be brought onto the Leased Premises by the Lessee without the express written consent of the Lessor. If the event is alcohol free it shall be the responsibility of the Lessee to insure that neither they nor their guests attending the event bring alcoholic beverages into the event. When alcohol is served it is the responsibility of the Lessee to ensure that all persons consuming alcohol are over 21 years of age and that security guards are provided. When alcohol is to be sold, and ABC (Alcoholic Beverage Control) License must be obtained by the Lessee. This permit is issued by the California Alcoholic Beverage Control Commission in Fresno. Alcoholic beverage sales must be terminated at least thirty (30) minutes prior to the stated rental termination time. Alcoholic beverages will be: Sold _____ Served _____ (Initial one or both if applicable.)

DAMAGE/THEFT

Repair and replacement costs for damage or theft to buildings, equipment or grounds are the sole responsibility of the Lessee. Lessee's damage/cleaning deposit shall be retained by Lessor until such time as all damages/losses are corrected or restitution made to the satisfaction of the Lessor. Any damages incurred beyond the amount of the deposit will be separately billed to Lessee and payable within thirty (30) days.

CLEAN UP

Lessee will be responsible for setup and takedown of all tables and chairs unless prior arrangements have been made with Lessor. Cleanup of all areas of the building used includes cleaning tables and chairs and sweeping and mopping of floors. All trash, decorations and other paraphernalia must be removed from the building and placed in trash bins in back of the building. The kitchen will be left clean. All dishes, utensils, pots and pans will be washed and put in proper storage spaces.

Breakage is to be reported immediately to Lessor. Should Lessee fail to restore the building and grounds to satisfactory condition, Lessor may deduct cleaning cost from the Lessee's damage/cleaning deposit. Any costs incurred beyond the amount of the deposit will be separately billed to Lessee and payable within 30 days.

PERMITS

It is the responsibility of the Lessee to comply with all laws, statutes and regulations of the United States, the State of California, County of Tulare or agencies therein with respect to obtaining and paying all applicable licenses, taxes and permits, for safety, alcohol consumption, dancing, music or other that may arise in connection with occupancy or use of the Lessor's facilities.

BUILDING RULES

Lessee shall comply with Springville Veterans' Memorial Building Rules. (Attachment)

RENTAL CHARGES

Schedules for rental charges are available from the Manager.

LESSOR'S ACCESS TO LEASED PREMISES

Lessee expressly agrees to grant Lessor, its manager, officers, directors or agents access to the premises at all times for the purpose of inspection and/or supervision of Lessee's activities on the Leased Premises. Any violation of this term shall be sufficient grounds for immediate cancellation of the Rental Agreement and forfeiture of all fees paid.

ASSIGNMENTS

Neither party shall assign this Agreement without the written consent of the other party. If either party attempts to make any assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under this Agreement.

CANCELLATION-UNAVOIDABLE DELAYS

Any violations of the terms and conditions stated in this Agreement shall be sufficient grounds for cancellation of this Agreement by lessor. Violations of terms and conditions pertaining to inspections by Lessor alcohol usage, or damages to property by Lessee or its guests may result in immediate cancellation of the Agreement and subject lessee to forfeiture of any residual time remaining on the lease or credits for time remaining thereof. Cancellation of the Agreement must be made by written notice and is not effective until and unless received by an authorized agent of the Lessor. Any deposit of the Lessee may be retained by Lessor in the event of cancellation and will not limit the rights of Lessor in seeking other legal relief including the recovery of damages. Where the full rental fee is paid in advance and proper notice of cancellation is given to Lessor at least two (2) weeks prior to the commencement date, Lessor shall reimburse Lessee for the full rental fee.

In the event any act required by this Agreement to be performed by either Lessor or Lessee be prevented or delayed due to strikes, lock-outs, fire, accidents, flood interference caused by other parties, civil or military authority, insurrection, riot acts of God, or by any other unforeseeable cause not the fault of the part delayed or prevented from performing acts required under the Agreement, said performance of such act shall be excused for the period of the delay. Lessor shall in no event be liable to Lessee or any other person for incidental or consequential damages which may arise as a result of the performance, or failure to perform, of any obligation under this Agreement.

ATTORNEY FEES

In the event of any dispute of litigation with respect to the contract, the prevailing party shall be entitled to recover its reasonable costs thereof, including attorney's fees, in addition to any other relief to which it may be entitled.

LIMITATION OF LIABILITY

Lessee is aware of the inherent risks of injury, death, and property damage that may result from among other causes, the active or passive negligence of Lessor, its officers, directors, employees and agents in renting the Leased Premises. Lessee is further aware of the risks associated with its occupancy and use of the Leased Premises, including without limitation risks associated with alcohol consumption, live music and/or dancing and assumes any and all known and unknown risks of injury, death and property damage that may result from any use or occupancy of the Leased Premises. Lessee agrees that Lessor shall not be liable to Lessee, and Lessee waives all claims against Lessor, its officers, directors, employees and agents from any damages or injuries to Lessee, to Lessee's property, or to any other person or property arising from any cause, except that Lessor shall be liable to Lessee for damage to Lessee arising from Lessor's sole negligence or willful misconduct. Lessee acknowledges that it has carefully read this agreement, understands its contents, and understands that this Agreement includes an assumption of the risk of the active and/or passive negligence by the Lessor, its officers, directors, employees, and agents and a release of their liability.

INDEMNITY

Lessee shall indemnify, defend and hold harmless Lessor, its officers, directors, agents, representatives and employees from any and all claims, liabilities, damages, and expenses (Including attorney's fees actually incurred) on account of death or injury to any person or damage to any property arising from or in connection with the leased property, except to the extent caused by Lessor's sole negligence or willful acts. This indemnity shall apply without regard to whether the claim, damage, liability or expense is based on breach of contract, negligence, strict liability, premises liability or other tort.

I hereby represent and warrant that I have read the foregoing Rental Agreement of the Springville Memorial District and all of the terms and conditions listed therein, and that I understand and assent to all said terms and conditions and represent and warrant that I am signing in my authorized capacity on behalf of the Lessee.

Singed (Lessee) _____ Date _____

Address/City/State _____

Telephone-Home _____ Business _____ Mobile _____

E-mail address _____

Signed (Lessor) _____ Date _____

THIS PAGE FOR LESSOR USE

FEES AND DEPOSITS

- 1. Facility Use Fee \$ _____
- 2. Kitchen Use Fee \$ _____
- 3. Total Cost of Rental Fees (Line 1 plus line 2) \$ _____
- 4. Deposit – 25% of Rental Fees (Line 3) \$ _____
- 5. Damage/cleanup Deposit \$ _____
- 6. Balance Due 14 Days before Event \$ _____

	AMOUNT	DATE	INITIALS
Damage/cleaning deposit paid			
Damage/cleaning deposit refunded			

ATTACHMENT
SPRINGVILLE VETERANS' MEMORIAL BUILDING
RULES
April 5, 2008

There will be no running inside or outside the building. Outside games on the grass are allowed with adult supervision.

If not in use, the following areas are off limits:

The basement

The kitchen

The stage

If you need access to the basement ask to be let in by the manager. Do not use the lower state door to access the basement because of the danger of injury using this route.

Do not touch circuit breaker boxes. If you need special lighting or the fans, ask the manager for help.

Do not adjust the vertical blinds. Ask manager for help if you need the blinds opened or closed. Blinds are easily damaged if not handled properly. Cost of repairing damaged blinds will be deducted from your security/cleaning deposit.

Do not use scotch tape on walls, doors, tables, etc. Use MASKING TAPE ONLY! Scotch tape is very hard to remove. Cost of removing scotch tape will be deducted from your damage deposit.

Do not use staples or tacks on walls, doors, tables, etc. Use MASKING TAPE ONLY! Staples and tacks leave holes in wood and plaster. The cost to repair this damage will be deducted from your damage deposit.

DO NOT USE GLITTER OR CONFETTI. These materials are very difficult to remove from the floors. Cost for cleanup of these materials will be deducted from your damage deposit.

Helium balloons and other devices containing helium are prohibited.

Users of the facilities must maintain proper and reasonable conduct of their guests at all times.

No District property of any kind shall be removed from the premises.

The Springville Veterans' Memorial District is not responsible for lost or stolen property.

The Building Manager, or designated representative, is in charge with full responsibility to ensure the proper use of the facility, equipment and furnishings and to provide supervision of all activities within the building and grounds.