

WOODY COMMUNITY HALL

RENTAL AGREEMENT AND RULES OF OCCUPANCY

This AGREEMENT is made this ____ day of _____, 200_ between the Oak Tree Community Association, 29001 Woody Road, Woody, CA 93287 ("Lessor") and _____ ("Tenant(s)"), jointly and severally.

In consideration of the mutual covenants herein contained, Lessor and Tenant agree as follows:

1. Tenant shall have the right to use and occupy the portion of the premises commonly known as "The Woody Community Hall", 29001 Woody Road, Woody, CA 93287 for the following day(s): _____
- 1A. TYPE OF EVENT: _____
2. EVENT PURPOSE. The tenant agrees to conduct its activities and operations only for the activity/event stated in this agreement in accordance with all rules on this agreement.
3. LICENSES AND PERMITS. The tenant agrees to obtain all necessary business licenses and/or permits required by an ordinance of this County for any event to be conducted by the applicant at this facility, including alcohol consumption permits where applicable.
4. ACCESS. The tenant shall be provided access to the premises no later than 9 a.m. on the first day set forth above.
5. RENTAL RATES. The rental shall be \$250.00 per day for a total of \$_____, payable in advance, at the time of booking. If the rental is cancelled within 30 days of the event the tenant the rental fee will be forfeited.
6. SECURITY DEPOSIT. A cleaning and damage security deposit of \$250.00 is required at the time of booking. If the event is cancelled and the facility is not used, the full cleaning/damage deposit will be refunded. The whole or part of the deposit may be retained by the Oak Tree Community Association as non-exclusive partial liquidated damages, if any of the following occur:
 - a) If tenant fails to comply with the Cleaning Procedure, a copy of which is included herewith, or
 - b) Lessor may retain so much of such deposit to cover its costs for repairs to the premises. The deposit specified herein and the retention of same shall not limit Lessor from any other action against Tenant in order to recoup any additional costs and losses associated with such damage. In the event the Tenant complies with this Agreement and the Cleaning Procedure, Lessor shall return such deposit to Tenant within 7 days of the last day specified in paragraph 1 above. (California Law, Civil Code 1950.5 allows 21 days for the return of a Security Deposit).
7. RULES OF OCCUPANCY. Tenant shall not violate, nor allow or permit others to violate, the Lessor's **Rules of Occupancy**, herein described and accepted by Tenant, or any laws, statutes, or ordinances while on the premises. Tenant shall not create or allow any nuisance or other use of the premises in such a manner as to generate noise that disturbs neighbors or to harass or bother others in any manner.
8. COMPLIANCE. The Hall Coordinator reserves the right of entry to the premises at any time and may be on site full time during the time rental to ensure that Tenant is in

compliance with all this Agreement and to answer any questions you might have. Lessor reserves the right to immediately terminate the occupancy of the premises if in the Lessor's reasonable judgement, the safety of the occupants or the structure is at risk of injury or damage, from any cause whatsoever with no refund of rental or deposit.

9. **LIABILITY INSURANCE** Liability insurance must be provided to indemnify the Oak Tree Community Assn. and save it harmless against any claims for damages or other liability to any person arising out of the applicant's operations and conduct, or any person's attendance at the facility, regardless of whether the damages arise from the condition of the facility. Upon demand, applicant will file a Certificate of Insurance evidencing that the applicant has Comprehensive General Liability Insurance coverage of at least \$1,000,000 naming the OTCA, its officers, employees, agents, boards and commissions as additional insured for the scheduled use.
10. **CHECK IN / CHECK OUT.** Tenant acknowledges that Tenant has examined the premises and that Tenant has received the premises in good condition. Tenant agrees to maintain the premises in the same condition as when received and will not allow or permit any waste, misuse or neglect. Tenant shall be responsible for any and all damage caused to the premises. Tenant agrees to clean the premises and return the premises in as good condition as when received, in accordance with the **Set-Up / Cleaning Procedure**, described herein. Tenant acknowledges and understands the requirements of the **Set-Up / Cleaning Procedure**.
11. **SET-UP / CLEAN UP.** The hall rental time is from 9 a.m. to 2 a.m. This should allow ample time for set up and clean up for your function. Return of the facility is expected peaceably and promptly at the end of the permitted term. Adjustments will be made at the discretion of the Hall Coordinator.
- Clean up shall include the following:*
- Sweep and spot mop floors*
 - Wipe, clean, fold, and put away tables and chairs*
 - Wash, dry and put away dishes, silverware, and all cooking equipment*
 - Wipe clean all counters, stove top, oven, refrigerators, and sinks*
 - Rest rooms must be left in clean condition*
 - Any food or drinks spilled on the floors must be cleaned up. This includes the patio area*
 - Empty kitchen and bathroom trash cans (even if only partially filled) into outdoor garbage cans*
 - Pick up trash on grounds, including parking lot, walkways, and patios.*
 - All tables must be cleaned, broken down and stacked as directed by the Hall Coordinator.*
 - If you have rented additional tables and chairs they must be stacked out front, separate from the Oak Tree Community Assn. equipment.*

Additional charges will be made for:

- 1) Floors that are excessively dirty.
- 2) Any theft or damage to the Woody Hall property.
- 3) Cake, icing, punch, alcohol or other items spilled on the floor which stain and require extra cleaning
- 4) Non-compliance with any instructions in this agreement
- 5) Any damage to plants or flowers.
- 6) Any plumbing stopped up
- 7) Not taking table clothes and tape off of tables.

Renters will be charged for whatever it costs to restore the property to its condition before the rental. The charge will include both labor and materials. Additional cleaning charges will be calculated at \$25.00 per hour.

OBSERVE THE GOLDEN RULE. Please leave the facility as you would like to find it. The facility must be restored to a clean, neat and orderly condition at the conclusion of its use. If this is not completed, all or a portion of the deposit may be retained or additional charges may be assessed.

12. ANIMALS. Tenant shall not allow any dogs, cats or other animals on the premises.
13. ITEMS LEFT BEHIND. Any property belonging to Tenant or to his/her /its invitees or guests left in or near the premises after the tenant vacates the premises shall be deemed abandoned by Tenant. Lessor may dispose of such property without notice to Tenant and without obligation to account thereof and Tenant shall pay Lessor for all expenses incurred in connection with the disposition of such property.
14. OCCUPANCY. Absolutely no more than 299 people shall occupy the hall during said occupancy.
15. PUBLIC EVENTS. Absolutely no admission charge, donation, pre-selling of tickets or selling anything of any kind in said hall or the party will be immediately over and the Tenant will be asked to leave and if necessary be escorted out of the premises along with all guests.
16. HOURS. The party/event/gathering ends NO LATER THAN 2:00 A.M. All music must be off and all guests must leave at that time.
17. SMOKING POLICY. In accordance with the laws of the State of California there will be NO SMOKING in this facility.
18. DECORATIONS. Decorations *may not* be attached to the walls. You may hang decorations from hooks on the ceiling t-bar. All decorations must be removed following your event. Please consult the Hall Coordinator regarding decorations outside of the building.
19. ALCOHOL No glass bottle beverages are allowed. Beer kegs must be placed in a tub, not on the floor.
20. DO NOT LEAVE HALL UNATTENDED. If the event concludes earlier than expected the Hall Coordinator must be notified.
21. NO REMOVAL OF EQUIPMENT. No equipment such as pots, pans, dishes, tableware, coffee makers, tables, chairs, or any other property belonging to the Hall may be removed from the building. All tables and chairs must stay inside.
22. RV USE. The following conditions apply:
 - a) RV space is an additional \$10.00 per day per RV. It is a dry camp facility.
 - b) RV spaces can be used only by someone who is renting the facility, during the time the facility is rented.
 - c) There is a maximum of 8 spaces available. Any additional RV's must park off site.
 - d) All RV's must be parked in designated spaces.
 - e) There is to be no tent camping.
 - f) There will be no camping inside the building.
23. EMERGENCY'S. A County declared local emergency (i.e., earthquake, flood, fire, etc.) may preempt an applicant's scheduled event(s). Tenant agrees that they are not entitled to damages of any kind in the event that their scheduled use of the facility is preempted

by the County in connection with activities necessitated by such a declared local emergency or special election. Failure to give prior notice of preemption shall not subject Oak Tree Community Assn. to liability of any kind.

24. Absolutely no political activities or church services on the premises.
25. Any illegal activity or breaking of said contract will be cause for a police escort out of the building.
26. If the above mentioned rules are broken the deposit will be forfeited automatically and without notice to Tenant. No refunds due to cancellation. In the event the Oak Tree Community Assn. has to resort to legal action to enforce any provision of this permit, or to obtain restitution for damages, applicant agrees to pay all costs and expenses of such action, including reasonable attorney's fees.

SPECIAL APPROVED CIRCUMSTANCES:

I understand all the user responsibilities.

Tenant

Lessor

Date: _____

Date: _____