



RENTAL AGREEMENT - COMMUNITY CENTER

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THIS AGREEMENT (the "Agreement"), made as of **this Date:** _____ is by and between **THE INDIAN VALLEY RECREATION AND PARK DISTRICT** ("The District"), whose business address is **209 Crescent Street, Greenville, CA 95947**, and: _____ ("Renter," and collectively, the "Parties").

WHEREAS, Renter wishes to use The District's **COMMUNITY CENTER** located at **209 Crescent Street, Greenville, CA 95947** for _____ (the "Event");

In consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. **Space Rental.** The District hereby grants to Renter a limited and revocable license (the "License") to use **COMMUNITY CENTER** (the "Space"). The License permits The District to use the Space only on the Event Date, during the hours specified below, and only for the purposes set forth in this Agreement.
2. **Event Date(s).** The Event shall be held **ON THIS DATE:** _____ (the Event Dates), between the hours of **HOURS:** _____ Renter shall **not** have access to the Space at any time other than during these hours on the Event Dates, unless Renter receives prior written permission from The District.
3. **Fees.** Renter shall pay to The District a total fee of \$ _____ (**Rental Fee**) for the use of the Space. In addition to the total Rental Fee shall be a **\$100.00 (the Deposit)**, which must be paid to The District upon the execution of this Agreement. The District shall have no obligations under this Agreement until the Deposit is paid in full. If Renter fails to pay the full Rental Fee by the Payment Due Date, The District shall have the right to revoke the License and to keep the full amount of the Deposit.
4. **Condition of Premises.** The District shall make sure that the Space conforms to the following specifications by the Event Date: **Clean, free of debris and non-essential materials.**

ALWAYS REMEMBER TO RECYCLE using the provided trash and RECYCLING bins.

Aside from the specifications set forth above, the Space shall be provided as-is, and The District makes no warranty to Renter regarding the suitability of the Space for Renter's intended use. Renter shall leave the Space in the same or similar condition as when Renter entered. Renter shall be responsible for any damage caused to the Space beyond ordinary wear and tear, and shall be required to arrange for the repair of any such damage. In the event that Renter does not satisfactorily arrange for such repair, The District shall be entitled to arrange for any necessary repairs at Renter's expense. Renter shall reimburse The District for any such repairs within 30 days of receipt of The District's written request for reimbursement, which request shall be accompanied by written verification of the amount of the expenses incurred.

5. **Right of Entry.** The District shall have the right to enter the Space at any time for any reasonable purpose, including any emergency that may threaten damage to The District's property, or injury to any person in or near the Space.
6. **Indemnification.** Renter hereby indemnifies and holds harmless The District, its employees, officers, and directors from any damages, actions, suits, claims, or other costs (including reasonable attorneys' fees) arising out of or in connection with any damage to any property or any injury caused to any person (including death) caused by Renter's use of the Space, including any acts or omissions on the part of Renter, its employees, officers, directors, independent contractors, or other agents. Renter shall notify The District of any damage or injury of which it has knowledge in, to, or near the Space, regardless of the cause of such damage or injury.
7. **Permitted Use.** Renter is authorized pursuant to the License to use the Space to hold the Event, and for no other purpose, unless The District gives Renter prior written authorization for additional permitted uses. Renter may not use the Space in any manner that may render the insurance for the Space or upon any of The District's property void, or which may result in increased insurance premiums for The District with respect to the Space or any other of The District's property.
8. **Deliveries.** All deliveries must be approved by a District representative prior to the event. The District reserves the right to refuse any delivery items that might prove detrimental to its facilities or collections.
9. **External Items.** All external rental items and equipment, and personal items of the User or guests should be removed by the end of tear-down. Any exceptions to this rule must be approved in writing by a District representative.
10. **Decorations and Rentals.** Renter is responsible for decoration set-up, tear-down, and prompt removal.
11. **Invitations and Printed Materials.** Use of the District logo, and/or any image reproduced of the District is expressly prohibited unless prior written approval for use and reproduction has been obtained from a District representative. The content of printed materials relating to the event, including invitation copy, programs, and any promotional materials, must be submitted to the District for review and approval before being printed.
12. **Utilities.** Electrical power and outlets at the Space are limited. Special electrical requirements such as sound systems, lights, etc., must be arranged in advance and may incur an additional charge.



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- 13. **Compliance with Laws.** Renter shall obtain and maintain any necessary permits, licenses, or other forms of permission necessary to use the Space according to the permitted uses set forth in Section 9 in a lawful manner. Renter shall not use the Space in any manner that would violate local, state or federal laws or regulations. Renter hereby indemnifies The District, its employees, officers, directors, or other agents for any damages, penalties, fines, suits, actions, or other costs (including reasonable attorneys' fees) arising out of or in connection with Renter's violation of any local, state or federal law, rule, regulation or ordinance related to Renter's use of the Space.
- 14. **Release from Liability:** This Release from Liability (the "Release") is entered into and becomes immediately effective on the following date:_____. In consideration for the use of property owned, rented, or controlled by the District, the Renter whose name and signature appear on this document, being of legal age, and in all ways capable of consent states as follows: On behalf of myself and any of the following: guests, invitees, vendors, musicians, employees, contractors, laborers and/or any and all other third parties who may be attending the Event, I, and any organization which I represent and/or am an agent of hereby agree to hold harmless, indemnify and defend the District, its directors, officers, agents, staff, employees, property managers, and/or representatives both individually and collectively (collectively the "the District") from any and all injuries, harms, legal demands, liability, actions, lawsuits, legal claims, judgments, damages (including, without limitation, consequential and incidental damages, attorneys and experts fees and costs at trial, on appeal and upon remand), loss of services, expenses and compensation, known and unknown (collectively the "Harms"), in any way arising out of, or resulting from, or related to a social Event or any other individual or group activity (collectively the "Event" or the "Events") which is to take place at property owned, rented, or controlled by the District as requested or reserved by me and/or by my agent or representative and/or by my organization or business entity, whether for profit or nonprofit.
- 15. **Force Majeure.** In the event that The District is unable, for reasons beyond its control, to make the Space available to Renter on the Event Date for the purposes as set forth in this Agreement, Renter shall have the option of choosing an alternate date to hold the Event (the "Alternate Event Date"), at no extra charge to Renter. If Renter selects an Alternate Event Date that is reasonably acceptable to The District, then the Alternate Event Date shall replace the Event Date for the purposes of this Agreement, and all obligations, rights, duties and privileges as set forth in this Agreement shall remain binding on the Parties. If Renter and The District cannot agree upon an Alternate Event Date within 30 days of the original Event Date, then The District shall refund to Renter the full amount of the Rental Fee (including the full Deposit). In neither case shall The District be liable for any additional costs or damages suffered by Renter (over and above the Rental Fee) arising out of a rescheduling or cancellation of the Event pursuant to this Section.
- 16. **Revocation.** The District shall have the right to revoke the License at any time prior to the Event Date, provided it gives Renter prior written notice of revocation. In the event that The District revokes the License prior to the Event for reasons other than nonpayment of fees or breach of this Agreement by Renter, The District shall refund to Renter the full amount paid by Renter in connection with this Agreement, including the entire Deposit.
- 17. **Assignment.** Neither Party may assign or transfer their respective rights or obligations under this Agreement without prior written consent from the other Party. Except that if the assignment or transfer is pursuant to a sale of all or substantially all of a Party's assets, or is pursuant to a sale of a Party's business, then no consent shall be required. In the event that an assignment or transfer is made pursuant to either a sale of all or substantially all of the Party's assets or pursuant to a sale of the business, then written notice must be given of such transfer within 10 days of such assignment or transfer.
- 18. **Governing Law.** This Agreement shall be construed in accordance with, and governed in all respects by, the laws of the State of California, without regard to conflicts of law principles.
- 19. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.
- 20. **Severability.** If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.
- 21. **Notice.** Any notice required or otherwise given pursuant to this Agreement shall be in writing and mailed certified return receipt requested, postage prepaid, or delivered by overnight delivery service, addressed as follows:

If to Renter:
Name: _____
Address: _____
Phone number: _____

If to the District: **IVRPD, PO Box 928, Greenville, CA 95947**



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- 22. **Headings.** The headings for section herein are for convenience only and shall not affect the meaning of the provisions of this Agreement.
- 23. **Entire Agreement.** This Agreement constitutes the entire agreement between Renter and The District, and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

RENTER:

Indian Valley Recreation & Parks District

Signature Renter

Signature IVRPD Administrator

Print Name

Lauri Rawlins-Betta

Print Name

Phone: _____