

# JACINTO CITY TOWN CENTER COMMUNITY BUILDING RENTAL AGREEMENT

Today's Date: \_\_\_\_\_ Date of Rental: \_\_\_\_\_ Applicant: \_\_\_\_\_

Rental Space:

One Section \_\_\_ Two Sections \_\_\_ All Three Sections \_\_\_ Kitchen/Serving Area

Rental Time:

Pre-decorating time: \_\_\_ hours

From: \_\_\_\_\_ To: \_\_\_\_\_

Activity starting time: \_\_\_\_\_

Activity ending time: \_\_\_\_\_ Building must be clean and ready to vacate, with tables and chairs taken down, by ending time. Renter will be charged the hourly rental rate, with a one hour minimum, for any holdover time.

Kitchen Rental Fee: \$ \_\_\_ per hour x \_\_\_ hours = \$ \_\_\_\_\_ total Kitchen fee (same hours as rental)

Rental Fee: \$ \_\_\_ per hour x \_\_\_ hours = \$ \_\_\_\_\_ total rental fee

Overall Rental Total: \$ \_\_\_\_\_

Briefly describe the activity for which the rental is requested:

Will an admission fee be charged? \_\_\_\_\_ If so, What amount? \_\_\_\_\_

Approximate attendance: Adults: \_\_\_\_\_ Teens: \_\_\_\_\_ Children: \_\_\_\_\_ Will

alcoholic beverages be served or allowed?

I have read the attached policies for use of the Community Building and I agree to abide by these policies. I understand that I am personally responsible for any accidents or damages that may occur during the time I have use of the building.

I agree to indemnify and hold the City of Jacinto City harmless from any loss, injuries to persons or property, any claims, demands, judgments, court costs, attorney fees, and/or any other costs of any sort that the City of Jacinto City might incur in any manner as a result of any accident, tort, or other

things arising from my use of the building. In the event of any damage to the building, equipment, fixtures, or furniture during my use of the building, I agree that I will be responsible for such damage and I understand that I will be billed accordingly for such damage.

I understand that I must be a resident of Jacinto City and furnish proper identification as proof of residency. I further understand that making false statements in this application is a violation of the law. I understand that there is a \$250.00 deposit required and the deposit **will be held until 10 days following the rental** of the building and returned only if the building is in the same condition as when rented and if I have adhered to all the rules and policies of this rental agreement.

#### RENTAL FEES

Deposit: \$250.00 (Refundable depending on condition of building)

Rental: \$65.00 per hour for one section (holds up to 100 people)  
\$90.00 per hour for two sections (holds up to 200 people)  
\$115.00 per hour for all three sections (holds up to 300 people)  
\$20.00 per hour for the kitchen/serving area

The kitchen/serving area is to be used for heating, preparing and serving catered food only, not for actual cooking.

There is a two-hour minimum on renting the building or any portion thereof. If using the kitchen area, it must be rented for the full term of the building rental.

**Attendant fees are included in the rental. The attendant must remain in the building at all times to operate the City's equipment and to take care of any emergency. The attendant is not a janitor. Failure of the renter to clean the building upon closing will result in forfeiture of the deposit.**

Upon request, the city can provide set up and tear down services. A quote will be provided and the related fee must be paid in advance of the rental.

If attendance exceeds 100 persons, the renter must hire one uniformed Jacinto City police officer to be present at all times. If attendance exceeds 200 persons, two uniformed Jacinto City police officers must be hired to be present at all times. If alcohol is served or allowed, two uniformed Jacinto City Police officers must be hired to be on the premises at all times, regardless of attendance. If police presence is required, the attendant will not open the building for the activity until the officer or officers are present.

If alcohol is to be served or allowed, the renter agrees to be personally responsible for seeing that all laws relating to the serving or use of alcoholic beverages are obeyed.

Renter's Signature: \_\_\_\_\_

Renter's Name, Printed: \_\_\_\_\_

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

Phone: Home: \_\_\_\_\_

Cell: \_\_\_\_\_

\_\_\_\_\_

**Below is for staff use only.**

Building Attendant's Name: \_\_\_\_\_

I have supervised the building for this event and the renter has complied with the rules for the use of the Town Center. I have not observed any damages to the building, it's finishes, furniture or appliances. (If damages are observed please list them on the back of this page or a separate sheet. If damages are significant, contact a supervisor. If possible, do so before the renter leaves the building.)

Attendants Signature: \_\_\_\_\_

## **JACINTO CITY TOWN CENTER      COMMUNITY BUILDING RENTAL POLICIES & RULES**

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THE CITY OF JACINTO CITY HAS FULL AUTHORITY TO REFUSE RENTAL OF THE COMMUNITY BUILDING TO ANY PERSON, GROUP, OR ORGANIZATION WHO, IN THE OPINION OF THE CITY MANAGER, WILL OR HAS PREVIOUSLY MISUSED OR DAMAGED FACILITIES OR OTHERWISE VIOLATED THE CITY'S POLICIES AND RULES.

1. The Community Building may be rented only by residents and businesses of Jacinto City or recognized community service organizations whose service area includes Jacinto City. Proper identification is required to prove residency.
2. The Community Building may not be rented for the purpose of holding religious services on a repetitive basis. Special events such as funerals (including mass), memorial services, wedding ceremonies and annual religious events such as Christmas, Easter, Hanukkah, youth events, and conferences are permitted. All rental policies apply to these events.
3. No application for rental will be accepted earlier than 90 days before the proposed rental date.
4. The Community Building may be reserved for rental by an organization, person, or persons residing at the same address no more than once in any 90-

day period, provided, however, that this rule shall not apply to reservations made no earlier than two weeks before the proposed rental date.

5. All requests for rental must be made in person at City Hall. City Hall is open from 8:00 a.m. until 5:00 p.m., Monday - Friday.
6. A deposit of \$250.00 is required to reserve the Community Building and must be paid within three days after the rental request has been approved by the City Manager. The deposit will be held until 10 days following the rental of the building and returned only if the building is in the same condition as when rented and if all rental policies and rules are adhered to. If the building is not properly cleaned, or if there are any damages to the building, furnishings, or equipment, the cost to make necessary repairs or replacements will be taken from the deposit, and, if the deposit is not sufficient for such repairs or replacement, then the renter will be responsible for any deficiency.
7. All rental fees must be paid thirty days in advance of the rental date or within three days of approval of the rental if the rental date is less than thirty days after the reservation application date or the reservation will be canceled.
8. The renter may cancel a reservation by giving written notice of such cancellation delivered to City Hall during regular business hours. If such notice of cancellation is given at least two weeks prior to the scheduled rental date, the deposit and all rental fees shall be refunded to renter. If such notice of cancellation is given less than two weeks prior to the scheduled rental date, only one-half ( $\frac{1}{2}$ ) of the rental fees shall be refunded or, if the rental fees have

not been paid, an amount equal to one-half (½) of the rental fees shall be withheld from the deposit.

9. All amplifying devices shall be kept at such a level so as not to disturb the surrounding area.
10. No rental shall extend past 12:00 midnight without prior approval of the City Manager.
11. If attendance exceeds 100 persons, the renter must hire one Jacinto City police officer to be present at all times. If attendance exceeds 200 persons, two Jacinto City police officers must be hired to be present. If alcohol is served or allowed, two Jacinto City Police officers must be hired to be on the premises at all times, regardless of attendance. If police presence is required, the attendant will not open the building for the activity until the officer or officers are present.
12. All decorations used in the building must be approved by the city. No decorations shall be attached to the walls or ceiling.
13. An attendant employed by the City shall be required to be present in the building from the beginning time to the ending time of the rental, which is included in the hourly rental fee. Only the attendant may operate the building's equipment, such as lights, thermostats, locks or other equipment. The attendant is not a janitor. The renter is responsible for cleaning the building and premises. Failure of the renter to properly clean the building upon closing will result in forfeiture of the deposit.

14. Folding tables and chairs for a maximum of 250 people are furnished by the city. The renter is responsible for setting them up and taking them back down. If more tables and/or chairs are required, they must be supplied by renter and be approved by the City to assure that they will not damage the floor of the facility.
15. Alcohol may be served or allowed only if such was indicated on the rental agreement approved by the City Manager. If it was not indicated on the approved rental agreement, the presence of alcohol on the premises shall be deemed a violation of the agreement and of these policies and rules. If alcohol is to be served or allowed, the person signing the rental agreement shall be personally responsible for seeing that all laws relating to the serving or use of alcoholic beverages are obeyed. Alcohol may be served and consumed only inside the building. Except for closed containers for transportation into and out of the building, no alcohol may be carried or consumed outside the building.
16. No function for minors under the age of 18 years shall be held without continuous adult supervision in the following ratios:

Age group:	1 - 5 years	1 adult/5 minors
	6 - 12 years	1 adult/10 minors
	13 - 18 years	1 adult/25 minors

17. All Smoking (including vaping) is prohibited in the Community Building.

18. If the attendant observes any misconduct or violation of these policies and rules, he/she will notify the renter. If the misconduct or violation continues, the attendant will notify the Police Department.
19. Reservations of the Community Building will be allowed only if they do not conflict or interfere with the scheduled activities of the city.
20. The City of Jacinto City shall not be responsible for any loss of personal property or personal injury sustained by users of the Community Building. The person, group or organization renting the building shall hold the City harmless and indemnify the City from any loss, claims, damage judgments, costs, attorney fees or expenses the City might incur resulting from the use of the building by any person or persons.