

HALL & PATIO RENTAL CONTRACT

Today's Date: _____ Date of Event: _____ Use of BBQ?: Yes or No (Circle One)

Use of Ping Pong Table?: Yes or No (Circle all choices) One table \$50/ \$90 for two / Corn Hole \$25

Name/Organization/Persons Responsible: _____

Type of Event: _____ Estimated Attendance: _____ Alcohol: Yes or No (Circle One)

Mailing Address (for Cleaning Deposit refund): _____

City: _____ State: _____ Zip: _____ Phone#: _____

Alt#: _____ Email: _____

****REQUIRED**** Applicants **must** supply their own insurance through their own insurance company/ event insurance company, such as www.theeventhelper.com. Insurers must provide a **Certificate for General Liability** of the applicant's policy. The policy must include the following information: **Carmel Valley Community Youth Center, Inc., at 25 Ford Road, Carmel Valley, CA 93924 including its Board of Directors, employees and volunteers** MUST appear as an additional insured. The certificate must provide proof of at least \$1,000,000 general liability insurance covering applicant's on-premises activities. Such insurance shall include personal injury, premises and products liability. Insurance certificate must be received no later than 15 days prior to the event to avoid cancellation. Policy is due immediately if the event is reserved less than 30 days prior to the scheduled date. Facility fees for Event Rental includes Hall, kitchen, fenced patio, and BBQ only. Play structure is open at all times to everyone. Park areas not included. Use of the Park is separate and you must go through them. Please call 659-PARK. *Please be aware that some use of the park may require a fee from them.*

_____ Hours: _____ am/pm to _____ am/pm

Daily Rental \$1,000 (10am to 9pm), Half Day is \$700 (up to 6 hours) or \$75 an hour for up to 3 hours.

Local resident (93924) rate: Daily \$600 (10am-9pm), half day \$460 (up to 6 hours) or \$65 an hour for up to 3 hours.

*Are you a member of CVCYC? (circle) yes / no ** Would you like to become a member? (circle) yes / no .*

A membership discount of 5% may be applied to your rental. Employee discount of 10% if applicable.

\$ 50.00 includes a membership I am paying for today! Please send me a tax deductible receipt!

Please fill out all that apply/ you can always add-on later within 30 days prior to your event

\$ _____ *new membership*

\$ _____ *total rental rate (minus 5% _____) (minus 10% _____)*

\$ _____ *new rate if discounts applied otherwise go to next line*

\$ _____ *ping pong/ corn hole*

\$ 250.00 *security/ cleaning deposit*

\$ _____ *total amount due*

\$ 250.00 security/ cleaning deposit. DUE WITH SIGNED CONTRACT and is refundable according to contract guidelines. ALL FEES ARE DUE WITHIN 30 DAYS OF BOOKING. DUE UPON RECEIPT IF RESERVED LESS THAN 30 DAYS PRIOR TO EVENT. 50% of rental fee will be returned if event is canceled in less than 30 days, no fees will be returned if event is canceled within 5 days of scheduled date. Write checks payable to CVCYC. Mailing Address: CVCYC Events, PO Box 124, Carmel Valley, CA 93924. Or scan and email to contract to office@cvcyc.org. Please put the event date in the subject line of the email.

I, the undersigned applicant, have read and understand the rules as stated on pages 1-4 of this contract. I agree to pay in advance, the total fees as indicated above including the *full cleaning deposit. Deposit will be refunded if the facility is left in a clean condition and I vacate the premises at the contracted time. I agree to be personally responsible and liable for any and all damages or losses that are caused to the Carmel Valley Community Youth Center as a result of use of the facility by the Organization/Person Responsible listed above. I agree to adhere to any and all rules and regulations governing facility use. Permits, if applicable, are the signer's responsibility

Signature of Applicant: _____

-Office Use Only - Payment Received: Date: _____ Amount: _____ Ck # _____ Insurance Received: _____
Deposit Returned: Yes: _____ No: _____ Date: _____

SECURITY, CLEANING DEPOSIT & CANCELLATION POLICY

- 1.** *Deposit is refunded within 30 days post event. In case of additional charges, damage to the building or its contents, a deduction will be made from the deposit and the balance will be refunded. If the deposit does not cover the charges, the Organization/Person(s) Responsible will be held responsible for any additional fees. _____ **INITIAL HERE**
- 2. CANCELLATION POLICY:** If an event is cancelled by the Organization/Persons Responsible, a 30 day written notice of cancellation is required for a full refund of Facility Fees. 50% refunds of Facility Fees for cancellations made by Organization/Persons Responsible if cancelled less than 30 days prior to the event. No refunds if the event is cancelled within 5 days of the scheduled date. _____ **INITIAL HERE**
- 3.** CVCYC reserves the right to cancel an event due to non-payment of deposit, facility fees or non-compliance with this contract (i.e non-payment, non-compliance with Insurance Certificate) within the 30-day cancellation policy, in which case no refund will be issued. Please make all payments and supply insurance certificates 30 days prior to the event to avoid non-refundable cancellation.
- 4.** Failure to vacate and clean the premises by the end of the contracted time may result in forfeiture of the entire cleaning/security deposit. _____ **INITIAL HERE**
- 5.** Use of personal BBQs are allowed but **MUST** be used in the existing BBQ area - no BBQs are allowed near the CVCYC building, on picnic tables, in parking lots or park areas. Area **MUST** be cleaned of all residue/grease/soot. Hot coals **MUST** be placed **INSIDE** the big bbq pit - lock code will be provided. Use of BBQ without notifying CVCYC may result in forfeiture of deposit. _____ **INITIAL HERE**

RESERVATIONS

- 1.** Reservations are on a first come, first-served basis. Security deposit payment must accompany a signed event contract. Carmel Valley Community Youth Center-initiated and/or sponsored activities, programs, or meetings will be given priority use. Carmel Valley Community Youth Center reserves the right to refuse the use of the facility to anyone, including members.

SET UP AND CLEAN UP

- 1.** Please check with the hall rental coordinator for early set-up/ lighting BBQ etc. Please **DO NOT** show up early assuming there isn't another event before yours. Always check with the coordinator.
- 2.** The Organization/Persons Responsible is/are responsible for set up and cleanup. CVCYC does not supply kitchen products, garbage bags or cleaning staff.
- 3.** Clean up responsibilities include: (See Clean-Up Lists provided on the door of the cleaning closet by kitchen you'll also find cleaning supplies there.)
 - a. Wash and return tables and chairs to the proper storage location.
 - b. Pick up all trash, including the patio area and parking lot. All trash and recyclables must be brought to the bins on the back patio of the Hall. (Please tie bags due to animals). Failure to do so may result in fees being deducted from the security/cleaning deposit.
 - c. Remove all event food and drink from the fridge and freezer, any items left will be disposed of and result in possible deposit forfeiture. Please check that all appliances are OFF.
 - d. Sweep and wet mop All floors in kitchen, bathrooms, hall. Wipe down counters, sink, stove, oven, microwave and fridge in the kitchen. Wipe down bathroom sinks, toilets, and mirrors.
 - e. Close and lock all windows and doors (all doors will automatically lock except the kitchen door) please make sure it is dead-bolted either from the inside, or from the outside, (you can tap the YALE icon at the top of the lock) turn off all lights and heaters.

Read carefully:

CLEAN-UP OPTION: YOU MAY USE YOUR SECURITY DEPOSIT AS A CLEANING FEE (letters b , c , e and f from above still apply.) You MUST pick up ALL trash and dispose outside as described. You must clean out the refrigerator/freezer, and turn off appliances, lock doors. YOU MUST CONTACT US WITHIN 30 DAYS PRIOR TO YOUR EVENT IF YOU CHOOSE THIS OPTION. _____ **INITIAL HERE**

SMOKING AND USE OF ALCOHOL

1. The sale (as in a no host bar) of alcohol requires a special county use permit. CVCYC does not sign alcohol permits.
2. It is the Organization/Persons Responsible responsibility that alcohol is not served to minors.
3. Smoking is strictly prohibited indoors (Hall, kitchen, bathrooms, if smoke is detected after your event your cleaning deposit will be forfeited. Please dispose of cigarette butts properly. Cigarette butts found on premises after event may result in deduction of fees from the security deposit _____ **INITIAL HERE**

EVENT RULES

1. Organization/Persons Responsible may have use of Patio, BBQ, Hall, and Kitchen areas only. Park use requires Park District permission, please contact them for any grassy areas, horseshoe pits, volleyball courts, or the stage.

Please call the Park District office at 659-PARK for more information.

2. Do not remove picnic tables from the patio area. Any spilled food or drink must be cleaned up.
3. Organization/Persons Responsible will be responsible for any damage to the facility and must leave the facility in the same, or better, condition received.
4. The Board of Directors, Carmel Valley Community Youth Center and its staff/volunteers are NOT liable for accidents, injuries, or loss of individual property in connection with use of this facility.
5. Organization/Persons Responsible and all guests shall observe, obey, and comply with all City, County, State, and Federal laws.
6. The Organization/Persons Responsible is/are responsible for all activities, group members, group behavior and facility use.
7. Carmel Valley Community Youth Center is not responsible for any items left on the premises.
8. DJs and live music are allowed and are subject to strict noise observance. All event noise shall not approach 85 decibels at 50 feet in any direction from its source. South- and West-facing windows and doors must be closed during interior amplification AT ALL TIMES. Music is allowed until 9 pm (Mon-Sat) and 6:30 pm Sundays. Non-compliance will result in citation by the Monterey County Sheriff and forfeiture of security deposit. REQUESTS FOR COMPLIANCE MUST BE MET IMMEDIATELY. CVCYC RESERVES THE RIGHT TO TERMINATE THE EVENT FOR NON-COMPLIANT NOISE DURING EVENTS. _____ **INITIAL HERE**
9. Organization/Persons Responsible and their guests must respect the close proximity of private residences to Carmel Valley Community Youth Center. Loud boisterous behavior, disorderly conduct, and otherwise socially unacceptable behavior will not be permitted.
10. NO ANIMALS ALLOWED IN THE HALL OR KITCHEN. ALL ANIMALS MUST REMAIN OUTSIDE.
_____ **INITIAL HERE**
11. The use of nails, staples or screws on tables, walls or equipment is not permitted. Please use blue painter's tape for all decorations. **Use of Confetti is strictly prohibited** _____ **INITIAL HERE**
12. No scooters, bicycles, skates, skateboards, wheelie shoes etc are allowed to be used inside the hall.
13. **ABSOLUTELY** no parking is allowed in the red zones at any time. Use of handicapped spaces are for properly identified vehicles only - disable placards must be on display at all times. Parking in red zones or CVCYC employee spots may result in towing at the vehicle owner's expense.

HOLD HARMLESS AGREEMENT

This Hold Harmless and Indemnification Agreement (“Agreement”) is entered into by and between _____ (Person Responsible), hereinafter “You”, and Carmel Valley Community Youth Center, Inc., a Corporation, hereinafter “CVCYC”, on this date _____ 20____, in Carmel Valley, California.

You desire to rent CVCYC’s premises and building, located at 25 Ford Road, Carmel Valley, California, for an event to be held on _____. The intent of this Agreement is to indemnify CVCYC from any claims arising from and related to Your use and rental of these premises.

AGREEMENT FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, You agree as follows: You will indemnify and hold harmless CVCYC from any and all claims, actions, and judgments, including all costs of defense and attorney’s fees incurred in defending against same, arising from and related to Your use and rental of the premises, located at 25 Ford Road, Carmel Valley, California. Your actions include the acts of Your agents, guests and employees. CVCYC shall be entitled, in its reasonable discretion, to settle claims prior to suit or judgment, and in such event You shall indemnify and hold harmless CVCYC for any such claims paid, including CVCYC’s reasonable attorney’s fees incurred resulting from such claim. In the event any claim or suit is brought against CVCYC within the scope of this Agreement, You shall pay for legal counsel chosen by CVCYC to defend against the same.

This Agreement shall encompass claims resulting from (i) the furnishing of alcoholic beverages, and (ii) any services hired by You as independent contractors. In the event either party files suit in a court of law to interpret or to enforce the terms of this Agreement, the party prevailing in such action shall be entitled, in addition to any legal fees incurred in defending against any third party claim, to its reasonable legal fees and costs incurred in such action to interpret or to enforce the terms of this Agreement. This Agreement shall be interpreted under the laws of the state of California.

COVID-19 SAFETY INFORMATION: While participating in events held or sponsored by the CVCYC, “social distancing” must be practiced and face coverings worn at all times to reduce the risks of exposure to COVID-19.

Because COVID-19 is extremely contagious and is spread mainly from person-to-person contact, CVCYC has put in place preventative measures to reduce the spread of COVID-19. However, CVCYC cannot guarantee that its participants, volunteers, partners, or others in attendance will not become infected with COVID-19. By signing this agreement, you certify that you do not fall into any of the following categories: 1. Individuals who currently or within the past fourteen (14) days have experienced any symptoms associated with COVID-19, which include fever, cough, and shortness of breath among [others](#); 2. Individuals who have traveled at any point in the past fourteen (14) days either internationally or to a community in the U.S. that has experienced or is experiencing sustained community spread of COVID-19; or 3. Individuals who believe that they may have been exposed to a confirmed or suspected case of COVID-19 or have been diagnosed with COVID-19 and are not yet cleared as non-contagious by state or local public health authorities or the health care team responsible for their treatment.

Promisor/Organization/Persons Responsible Signature

Date