

Descanso Town Hall Association  
 PO Box 384  
 24536 Viejas Grade Road  
 Descanso, CA 91916

RENTAL AGREEMENT

This Rental Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_,  
 20\_\_\_\_\_, by and between the Descanso Town Hall Association (hereinafter  
 referred to as "Landlord") and

\_\_\_\_\_ (hereinafter referred to as "Renter."  
 "Renter" is party signing this contract and shall be responsible to see that cleaning and  
 terms of contract are met. "Renter" must be twenty one (21) years of age or older).

"Landlord" hereby rents to "Renter" for the Term, at the Rental Fee specified and  
 upon all conditions set forth herein, that certain real property commonly known as the  
 Descanso Town Hall, including the surrounding area, (hereinafter referred to as  
 "Premises").

The Term of this Rental shall be:

Commencing on: \_\_\_\_\_

<sup>2</sup> _____ Day of Week	_____ Date	_____ Time
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Terminating\*

_____ Day of Week	_____ Date	_____ Time
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\*Unless extended or sooner terminated as hereinafter provided.

“Renter” shall pay the following Rental Fees:

\$ \_\_\_\_\_ / per \_\_\_\_\_ plus a Cleaning/Security Deposit of  
\$ \_\_\_\_\_.

There is a sound system and PA available for an additional \$75.00 fee per rental.

\_\_\_\_\_ Please check and initial for sound  
system/PA.  
Yes No

All said Rental Fees and deposits must be paid seven (7) days prior to rental date. If said Rental Fees and deposits are not paid within seven (7) days prior to rental date, your reservation is subject to cancellation by the Descanso Town Hall Association.

Said Cleaning/Security deposit shall be refundable if the “Premises” is left in a clean, undamaged condition, which is acceptable to “Landlord.” Said acceptance shall not be unreasonably withheld. (Please refer to cleaning checklist). **There will be an automatic deduction from Cleaning/Security deposit of \$25.00 if piano is moved for any reason. There will be an automatic deduction from Cleaning/Security deposit of \$25.00 if “Premises” keys and checklist are not left in town hall (as explained in cleaning checklist and during walk-through of “Premises”) upon termination of rental period.**

All cancellations must be seven (7) days prior to rental date. Cancellations less than seven (7) days prior to rental date will be subject to a \$75.00 cancellation fee. No shows or cancellations less than 24 hours prior to rental date will be charged the full rental amount. Cleaning/Security deposit is to be personally returned, shredded or mailed to the party signing this contract within fifteen (15) days of rental termination date and time including adjustments for damage or any improper cleaning at rental termination date and time.

The “Renter” shall be responsible, at “Renter’s” expense, to comply promptly with all applicable statutes, ordinances, rules and regulations, orders and requirements in effect during the term or any part of the term hereof regulating “Renter’s” use of the “Premises.” “Renter is responsible to obtain any and all permits required by law during the term to conduct their event.

**In addition, “Renter” shall be responsible for the following:**

- I. Locking of all doors and windows to render “Premises” secure.**
- II. Turning off all heaters, lights, faucets, fans, stoves and ovens.**
- III. Enforcing the following Town Hall Rules and Regulations:**

- 1. Prohibiting dragging of tables and chairs, tap dancing on the wood floors, moving the piano and/or any other activity which could result in scratching or marring of the surface of the wood floors.**
- 2. Prohibiting of all open flames inside the town hall including candles, lanterns, oil lamps, camp stoves, bonfires, fire rings, etc., with the exception of outside barbeques and town hall stove, oven and heaters.**
- 3. Prohibiting running in the town hall and/or any unattended and/or unsupervised minor(s) on or about the “Premises.” “Renter” shall be solely responsible for the conduct of any and all minors on the “Premises” during “Renter’s” Rental Term.**
- 4. Prohibiting entry to the store room area and/or use of Town Hall Association supplies. (In the event of said use, “Renter” shall be solely responsible for reimbursement of costs to replace same, except those supplies agreed to be provided by the Town Hall).**
- 5. Prohibiting duplication and/or transfer of “Premises” keys to anyone other than the “Renter” who has executed this Agreement.**
- 6. Making sure that all terms of the accompanying cleaning checklist have been completed and that said checklist is left signed and dated with the “Premises” keys on the counter of the Town Hall upon termination of rental period.**

Failure of the “Renter” to enforce any/or all of the responsibilities and regulations specified herein will result in immediate termination of this Agreement, forfeiture of all deposits and fees, and fines for any and all damages resulting from such failure. “Renter” shall, at “Renter’s” expense, obtain and keep in force during the term of this rental, a policy of comprehensive public liability insurance insuring “Landlord” and “Renter” against any liability arising out of ownership, occupancy, use or maintenance of the “Premises.”

“Renter” shall indemnify, defend and hold “Landlord” harmless from any and all claims arising from “Renter’s” use of the “Premises” or from the conduct of its business or from any activity, work or things which may be permitted or suffered by “Renter” in or about the “Premises” and shall further indemnify, defend and hold “Landlord” harmless from and against any and all claims arising from any breach or default in the performance of any obligation on “Renter’s” part to be performed under the provisions of this Rental or arising from any negligence of “Renter” or any of its agents, contractors, employees or invitees and from any and all costs, attorneys’ fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon. “Renter” hereby assumes all risk of damage to property or injury claims in respect thereof against “Landlord.”

“Renter” hereby agrees that “Landlord” shall not be liable for any injury to “Renter’s” business or any loss of income therefrom or for damage to the goods, wares, merchandise, or other property of “Renter”, “Renter’s” employees, invitees, customers, or any other person in or about the “Premises,” whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain or from the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, or lighting fixtures, or from any other cause. “Renter” shall not voluntarily or by operation of law assign, transfer, sublet or otherwise transfer or encumber all or any part of “Renter’s” interest in this Rental without “Landlord’s” prior written consent.

This Rental contains all agreements of the parties with respect to the subject matter hereof. No variation or modification of this Rental and no waiver of any of its provisions or conditions shall be valid unless in writing and signed by “Landlord.”

I have read and agree to all of the above conditions:

Landlord:

Renter:

\_\_\_\_\_  
Authorized Town Hall Association  
Chairperson

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date