



# DESCANSO TOWN HALL ASSOCIATION

24536 Viejas Grade Road • P.O. Box 384 • Descanso, CA 91916

## RENTAL AGREEMENT

DTHA MEMBER     NON-MEMBER     NON PROFIT ORG

**EVENT:** \_\_\_\_\_

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

(hereafter referred to as Renter.) Renter is party signing this contract and shall be responsible to see that cleaning and terms of this contract are met. Renter must be twenty-one (21) years of age or older. Landlord hereby rents to Renter for the Term and 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 Premises are **SMOKE FREE**. There is **NO SMOKING ALLOWED** inside or outside the Town Hall. **Fees, deposit, and signed rental agreement must be received a minimum of 14 days prior to commencement of scheduled event or else event will be considered unconfirmed and may be subject to cancellation by DTHA.**

**The term of this rental shall be (unless extended or terminated as hereinafter provided):**

Commencing on:    Day of Week \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_

Terminating on:    Day of Week \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_

**Renter shall pay the following Rental Fee:**

Town Hall Rental Fee \$ \_\_\_\_\_ per \_\_\_\_\_

**OPTIONAL: Renter may contract DTHA to provide cleaning services for an additional fee of \$150.**

*Renter is still required to wipe down & return all tables and chairs to their original storage location in the manner described in the cleaning checklist, as well as remove all full trash bags to dumpster, personal effects, pushpins, and decorative items from Premises upon termination of rental period. Additional payment for DTHA cleaning service to be included and due with Rental Fee.*

**OPTIONAL: Renter may use Certified Commercial Kitchen with an A Rating for an additional fee of \$75.**

*Additional payment for Kitchen use to be included and due with Rental Fee.*

**Optional Services: DTHA CLEANING**     YES - \$150     NO - \$0 / **KITCHEN**     YES - \$75     NO - \$0

**Total Fees:** \_\_\_\_\_ **Check #:** \_\_\_\_\_ **Payment due by:** \_\_\_\_\_

**PLUS Cleaning/Security Deposit of \$275. Check #:** \_\_\_\_\_ **Payment due by:** \_\_\_\_\_

*Deposit is mandatory for all Renters and will be returned upon satisfactory final inspection of Premises. Deposit shall be refunded if Premises are left in a clean, undamaged condition which is acceptable to the Landlord. Said acceptance shall not be unreasonably withheld. (Please refer to the cleaning checklist) There will be an automatic deduction from 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. The 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.*

# DESCANSO TOWN HALL ASSOCIATION RENTAL AGREEMENT

## **CANCELLATION POLICY**

- *Requests for cancellation of scheduled event must be received a minimum of seven (7) days prior to rental date.*
- *Cancellation requests received less than seven (7) days prior to scheduled event 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.*

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. Renter is responsible to obtain any and all permits required by law during the term to conduct the event.

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

**1) Locking of all doors and windows. Closing of all window blinds with slats facing upwards.**

**2) Turning off all heaters, lights, faucets, fans, stoves, and ovens.**

**3) Enforcing the following Town Hall Rules and Regulations:**

- a) Prohibiting the dragging of tables and chairs, tap dancing on the wood floors, moving heavy objects and/or any other activity which could result in scratching or marring of the surface of the wood floor.
- b) Prohibiting all open flames inside and outside of the Town Hall including candles, lanterns, oil lamps, camp stoves, bonfires, fire rings, fireworks, weapons discharge, etc., (with the exception of outdoor barbecues, kitchen stove, oven, and heaters) and PROHIBITING ALL SMOKING both inside the Hall as well as the outside areas.
- c) Ensuring that PUSH-PINS ONLY shall be used to post or hang decorations. NO CONFETTI, GLITTER, NAILS, STAPLES, or TAPE are to be used. Nothing may be attached to the string lights or the cable on which they hang.
- d) Prohibiting running in the Town Hall and/or unattended/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 the Renter's rental term.
- e) 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)
- f) Prohibiting duplication and/or transfer of Premises keys to anyone other than the Renter or appointed cleaning person who has executed this Agreement.
- g) Ensuring that all music stops at 10:00 PM
- h) Ensuring that no trash cans are overflowing during your event and that all bags are removed and placed in the dumpster once they are full.
- i) Prohibiting duplication and/or transfer of Premises keys to anyone other than the Renter or appointed cleaning person who has executed this Agreement.
- j) 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.

***If the Renter is not personally able to do the cleaning, the person appointed to clean by the Renter instead must be present at the walkthrough with the Town Hall rental coordinator or this contract will be null and void. Failure of the Renter to enforce any or all of the responsibilities and regulations specified here will result in immediate termination of the Agreement, forfeiture of all deposits and fees, and fines for any and all damages resulting from such failure.***

# DESCANSO TOWN HALL ASSOCIATION

## RENTAL AGREEMENT

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 Premises 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 negligence of Renter or any of its agents, contractors, employees or invitees and from any and all costs, attorney's 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 of injury claims in respect thereof against the Landlord.

If Renter contracts any outside vendors/caterers, the contracted vendors/caterers must provide to DTHA proof of liability insurance and hold Landlord harmless from and against any and all claims arising from Renter's use of Premises.

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 goods, wares, merchandise, or other property of the 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 or the parties with respect to the subject matter herein. 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 the Landlord.

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

#### RENTER:

\_\_\_\_\_  
Name (Print)    Signature    Date

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone    Email

#### LANDLORD:

\_\_\_\_\_  
DTHA Authorized Member (Print)    Signature    Date

KEYS ISSUED: \_\_\_\_\_

NOTES: \_\_\_\_\_

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