



Descanso Town Hall Association

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

Rental Agreement

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, 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: _____
Day of Week Date Time

Terminating on: _____
Day of Week Date Time

Unless extended or sooner terminated as hereinafter provided.

Renter shall pay the following Rental Fees:

\$ _____ per _____ plus a Cleaning/Security Deposit of \$275.00

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

Sound system ___ PA ___ Please check & initial for each needed.

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 on time, your reservation is subject to cancellation by the Descanso Town Hall Association.

Said Cleaning/Security shall be refunded if the Premises are 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 \$40 if piano is moved.**

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. 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.

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 regulation Renter's use of the Premises. 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:

- 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 floor.**
 - 2. Prohibiting of all open flames inside and outside of 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 the 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 or appointed cleaning person 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.**

7. If the Renter is not personally able to do the cleaning, the person appointed by the Renter in his/her stead must be present at the walk through 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.

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 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 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 Landlord.

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

Landlord:

Renter:

Authorized Town Hall Association Agent

Date

Date