

RENTAL AGREEMENT

RENTER: _____ EVENT DATE(s): _____

Please read the terms and conditions of this agreement carefully.

- 1. Renter & Contracting Individual:** The “renter” is the individual or organization under whose name the rental will be recorded. The “contracting individual” is the authorized person who signs this contract to verify understanding of rental terms and agreement to comply with them. The contracting individual is legally responsible for ensuring that rental rules are followed, fees are paid, and all tasks on required pre- and post-event checklists are completed.
- 2. Security Deposit:** A security deposit of \$400 must be paid to confirm and reserve a rental date. Security deposit checks are cashed by Bayside Community Hall upon receipt. The Security Deposit will be refunded in full following successful completion of the post-event checklist. In the event that the checklist is not completed, the Hall will deduct from the security deposit such amount as is reasonably necessary to i) clean and return the premises and or equipment to a neat, clean and orderly condition ; and ii) repair or replace property that is broken, defaced, lost or stolen.
- 3. Rental Fees:** You will receive a written estimate of your rental fees, based upon the information you provide about your organization, and the services that you request. Rental fees must be paid in full a minimum of 30 days prior to your event. Rentals that are not paid when due may be cancelled to make room for other renters, or may incur a Late Fee. Non-Profits must provide evidence of status to receive discounted fees.
- 4. Expedited Rental:** Events booked less than 30 days in advance may incur an additional processing fee as noted on our Rental Fee Rate Sheet.
- 5. Event Cancellation:** Notice of cancellation must be received in writing, delivered via US mail. Cancellations postmarked at least 30 days prior to the scheduled event will receive full refund of any deposit and fees paid. Cancellations postmarked less than 30 days prior to the scheduled event may be assessed a cancellation fee, per our Rental Rate Sheet, which will be withheld from your deposit.
- 6. Insurance:** Renter must provide comprehensive public liability insurance, including other property damage and personal injury, with a combined single limit of no less than \$500,000, with Bayside Community Hall named as an additional insured. If alcohol is to be served, your Certificate of Insurance must specifically include this. This certificate must be provided to the Hall within 7 days of your event and must be posted in the designated location during the event. We reserve the right to file a claim with your insurance carrier for losses not covered by the Security Deposit, but will notify the Renter first.
- 7. Alcohol:** No alcoholic beverage may be sold or served to the general public at the Hall unless there is a valid ABC permit in place. Permit request must be made to the Alcoholic Beverage Control Office in Eureka, 10-30 days prior to your event and will require a signature from Bayside Community Hall management. Your approved ABC permit must be posted in the designated location during the event. No alcohol may be consumed outside of the building, whether on the Hall grounds or on adjacent private property. No alcohol may be served to minors. You are responsible for any alcohol served or consumed and for ensuring that event attendees act responsibly.

- 8. Facility Access:** Renter may check out a key, by appointment, no more than 2 days prior to the event. The key should be returned to the designated location when the event is completed.
- 9. Pre-Event Orientation & Instructions:** Orientation, including a tour of the building, must be completed by the renter with a Hall staff person, prior to your event. Individuals who are actually responsible for Set-Up, Food Service, AV stuff and Clean-Up at your event should attend. The length of the orientation varies with the complexity of your rental but you should plan on a minimum of 45 minutes.
- 10. Post Event Checklist:** A Post-Event Checklist will be provided. It gives detailed step-by-step instructions for what must be done to clean the hall, equipment, and grounds properly, so that your Security Deposit can be returned. Failure to fully complete all tasks on the checklist will result in withholding from your Security Deposit.
- 11. Noise and Amplified Music:** All amplified music must end at 12:00 midnight. If the volume of your event is at a level that negatively impacts the neighbors, they may call the Humboldt County Sheriff.
- 12. Good Neighbor Policy:** The Hall is in a residential area. In addition to keeping noise down, renter is responsible for any impacts to the Hall's neighbors resulting from the carelessness of event attendees. Additional fees for clean-up of litter or damage to property will be deducted from the Security Deposit and may be used to compensate impacted neighbors.
- 13. Mistwood School Property:** The property adjacent to the Hall is Mistwood School. It is private property, not included in your Hall rental. No adults or children, renters, guests or visitors, may enter the school grounds.
- 14. Smoking/Vaping/Open Flames:** The Hall is a Tobacco Free and Smoke Free area. No open flames, smoking or burning of any substances (candles, smudging, incense, herbs, vaping) is allowed anywhere inside the Hall, or within 10 feet of Hall entrances. Smokers must use provided outdoor containers for disposal of smoking materials. Use of fire in outdoor areas (such as campfire, barbecue) require advance approval from the Hall and must be specifically included as approved in this agreement.
- 15. Parking:** The Hall parking lot is designed so that a drive through corridor remains for easy exit. For safety, do not block the front entrance or park in the handicap parking space without the required permit. On Jacoby Creek Road, the California Highway Patrol enforces parking within the white line. When parking along the road, do not block mailboxes, driveways or entrances to other properties. The parking area at Mistwood School (at the corner of Jacoby Creek and Old Arcata Roads) may not be used when school is in session (generally Monday – Friday 9am – 5pm). No parking in the Post Office lot.
- 16. Food Preparation & Service:** An orientation to the Hall kitchen and kitchen policies must be completed by the individual responsible for food service at the event. Renter will ensure that all kitchen appliances, serving ware and utensils are properly washed and sanitized per posted instructions.
- 17. Trash & Recycling:** Handling for one trash can is included in your rental fee. You are encouraged to haul away any additional trash and recyclables, as there will be an additional charge for any excess left on site.
- 18. Care of Hall Facility and Equipment:** This is an historic building requiring care and consideration:
 - a. **Main Hall Dance Floor:** Our Douglas Fir softwood floor is easily damaged. Do not drag or drop furniture or other items that might scratch or dent it. No dancing dust is allowed on the floor.
 - b. **Furniture:** Unless labor arrangements have been made, renter is responsible for setting up and putting away chairs and tables. Unless other arrangements are made, chairs and tables should be returned to the carts and storage locations shown during orientation. The antique wooden tables may not be moved without prior written authorization and instructions on proper handling.
 - c. **Decorations:** No tacks, nails, sticky tape or other materials that can damage surfaces. Use painters tape or mounting putty.
 - d. **AV Equipment:** Written instructions will be provided for the use of AV equipment. Equipment and

- remotes will be left in a designated location and should be returned to that location after the event.
- e. **Glassware & Breakables:** Dishes and glassware will be checked for chips and breaks. Unusual or excessive damage will result in withholds from the Security Deposit.

19. Other Prohibited Activities:

- a. No illegal activity, as defined by county ordinance, state or federal law, may take place on the Hall premises.
- b. No animals, with the exception of official service animals, except by prior written authorization.
- c. No outdoor signage, except by prior written authorization.
- d. No alteration of the Hall building, premises or equipment, except by prior written authorization.

20. Violation of Hall Policies: Violation of these policies may be cause to forfeit part or all of the security deposit.

21. Miscellaneous Liability Issues: The undersigned contracting individual agrees to hold the Hall, its agents, employees and members, free and harmless from any and all claims, demands, damages, costs, expenses, loss of services, action and causes of action and or liabilities for damages to property, or for injuries to any person in any way arising out of, related to, or connected with the users rental of the Hall and/or equipment. The Renter is held responsible for the negative impacts or illegal activities during the use of the Bayside Community Hall upon the neighborhood.

The undersigned, acting as representative of the organization or individual entering into this agreement, certifies that the information provided in this Rental Agreement and Rental Application is correct, agrees to pay the required fees in full 30 days prior to the event, and assumes full personal and financial responsibility for any damages sustained to the building, grounds, furniture or equipment due to misuse, vandalism and conduct of all persons on the premises at the time of the event.

ACTING AS REPRESENTATIVE, I HAVE READ THIS AGREEMENT AND ALL OTHER COMPONENTS OF THE COMPLETE RENTAL PACKAGE REQUIREMENTS.

I UNDERSTAND AND AGREE TO THE USE POLICIES AND AM RESPONSIBLE FOR THE RENTAL OF THE BAYSIDE COMMUNITY HALL ON [date(s)] _____.

Contracting Individual Name

Organization or Event Name

Contracting Individual Signature

Date

Bayside Community Hall representative

Date