

**ST. GEORGE'S EPISCOPAL CHURCH
SALINAS, CALIFORNIA (831-449-6709)**

FACILITY RENTAL AGREEMENT

This agreement is made and entered into this _____ day of _____, between St. George's Episcopal Church, 98 Kip Drive, Salinas, CA, hereinafter referred to as Owner, and _____, hereinafter referred to as Renter.

In consideration of payment in advance by Renter of the stated fees, Owner hereby authorizes and permits Renter the use and possession of the premises for the term described herein and Renter agrees to use and possess the premises for the purpose and term described herein on the following terms and conditions:

PURPOSE AND TERM

Date of Use: _____ Start Time: _____ End Time: _____

Facility Area to be used: _____

Purpose of use: _____

Use includes (check all that apply): Serving Alcohol Disc Jockey (DJ) Live Music Jump House

Number of Guests: _____ (Maximum Capacity of Parish Hall is 125 guests, including children)

FEES*

RENTAL FEE: _____

SECURITY DEPOSIT: _____

SECURITY GUARDS: _____

TOTAL: _____

*See current Facility Rental Schedule for fees

INSURANCE

Renters of our property shall obtain general liability insurance coverage with limits no less than \$1 million per occurrence/\$2 million in aggregate. Renter shall provide a Certificate of Insurance that includes St. George's Episcopal Church as additional insured on the policy. Serving and consumption of alcohol on the premises is allowed with additional Liquor Liability Insurance Coverage. Liquor Liability Coverage shall be stated on the Certificate of Insurance. Sites such as WedSafe.com or FDean.com are resources for insurance coverage for single events, in addition your own homeowner or renter's insurance provider.

TERMS AND CONDITIONS

1. **COMPLY WITH LAWS.** Renter agrees to obey and comply with all applicable Federal, State, County, and City of Salinas laws and regulations pertaining to the use of such facilities.
2. **USE OF PROPERTY.** Renter shall use the property solely for the purpose and function stated in the Agreement.
3. **INSURANCE.** Renter shall obtain general liability insurance coverage with limits no less than \$1 million per occurrence/\$2 million in aggregate. Renter shall provide a Certificate of Insurance that includes St.

George's Episcopal Church as additional insured on the policy. Additional Liquor Liability Insurance Coverage is required for the serving and consumption of alcohol on the premises.

4. **HOURS OF USE.** The property will be made available to Renter for set-up at 9 a.m. on the scheduled date of use. Renter is permitted an additional hour past the stated ending time for clean-up. NO PERSONS SHALL BE ON THE PREMISES AFTER 11:00 P.M. All persons who are attending the function, who are not part of the clean-up crew, shall leave the premises by 10:00 p.m. or the time the function is to end according to this contract, whichever is later.
5. **CONDITION OF PROPERTY.** Upon expiration of the rental term, Renter agrees to surrender the property to Owner in good order, condition and repair; reasonable use, wear and tear, and Acts of God are excluded.
6. **ASSIGNMENT / SUBLET OF AGREEMENT.** This agreement shall not be assigned and/or sublet, in whole or in part.
7. **DECORATIONS.** Renter shall not permit any alteration of the premises that cannot be removed or that would cause holes or other damage to the property or walls upon removal. Specifically, Renter shall not drive any nails, tacks, pins or any other objects into the floors, walls, ceiling and partitions, except those specifically designed for use of tacks or staples. Renter shall not use any tape on walls, ceiling or floors. Renter shall not, in any manner, move any fixture on the property, or make any alterations or changes to the structure or property. Before the time the rental term ends, Renter shall remove all decorations, displays, and equipment used; return all tables and chairs to their proper place as per instructions; and leave the property in the same condition as it was in at the commencement of the rental time.
8. **JUMP HOUSES / DJs / LIVE MUSIC.** Owner shall supply normal utilities for the use of said premises. Renter shall not use any equipment that would exceed ordinary electrical service. A Jump House, a Disc Jockey (DJ), and/or amplified music can be used only if the Renter provides a generator. Jump Houses, DJ equipment, or amplified musical equipment cannot be connected to the Church's power supply.
9. **INDEMNIFICATION.** Renter shall indemnify and save harmless Owner, and its agents and employees against any claims arising due to Renter's use of the property, or arising from any act or negligence of Renter, or any agent, employee, guest or invitee of Renter and from all costs, attorney's fees, expenses and liabilities related to such claim. In any case, action or proceeding brought against Owner by reason of any such claim, Renter upon notice from Owner shall defend the same at Renter's expense by counsel reasonably satisfactory to Owner. Renter as a material part of the consideration to Owner hereby assumes all risk of damage to property or injury to persons in, upon, or about the Premises, from any other cause other than Owner's negligence, and Renter hereby waives all claims in respect thereof against Owner. Owner or its agents shall not be liable for loss or damage to any property of Renter, or Renter's employees, agents, guests and invitees, by theft or otherwise, nor for any injury to or damage to persons or property unless caused by or due to the negligence of the Owner, its agents, servants or employees.
10. **FEES AND DEPOSITS.** All rental fees, including rent, deposit, and guard fees, shall be paid in full no later than 30 days prior to the scheduled date of use. The deposit will be refunded by mail to the person listed on this contract approximately 10 days after the date of use.
11. **CANCELLATIONS.** In the event of cancellation by Renter 30 days or more prior to the scheduled date of use, all money paid, less a \$50 administrative fee, shall be refunded to Renter. In the event of cancellation by Renter less than 30 days prior to the scheduled date of use, Renter shall pay a cancellation fee of 50% of the rental fee.
12. **CONSUMPTION OF FOOD / BEVERAGES.** There shall be no drinking or eating on the property except in the Parish Hall. A breach of this provision may result in the forfeiture of the full security deposit.
13. **CONSUMPTION OF ALCOHOL.** Serving and consumption of beer, wine or champagne is permitted on the premises only if additional Liquor Liability Insurance Coverage is provided. Serving hard liquor is prohibited. Beer shall be served only in cans and not from kegs. Renter shall not serve liquor to visibly intoxicated persons. Renter assumes all legal liability for the serving of alcohol.

14. **CONFETTI / BIRD-SEED.** The use of paper confetti is permitted. The use of bird-seed is acceptable outside the building, but not inside. Metallic confetti and/or the use of rice is prohibited.
15. **LANDSCAPING.** Please do not pick any flowers or greenery from our gardens; if you do, a fee will be subtracted from your deposit.
16. **TRASH.** All trash and garbage must be placed in the dumpster at the back of the parking lot.
17. **GUARDS.** The number of security guards is determined by the number of guests: two (2) guards minimum for up to 100 guests (including children); three (3) guards for 101-125 guests (including children). Guards shall be contracted by Owner and paid for by Renter.
18. **CAPACITY.** There shall be no more than 125 guests allowed (including children) in the Parish Hall at all times.
19. **BREACH OF CONTRACT.** If Renter breaches any provision of this contract, Renter shall pay the cost incurred by the Owner for such breach. The parties agree that if the Renter fails to clean the hall pursuant to the instructions, Renter shall be charged \$100 or the cost of cleaning, whichever is greater. If any action is required to enforce this contract, Renter shall pay all collection costs, including attorney's fees and costs, incurred by Owner.
20. **OVERTIME.** If all persons have not left the premises, including the parking lot, by the time set forth in this contract, Renter will be charged \$50.00 every 15 minutes after the time Renter agreed to vacate, and the actual cost for the security guards' additional time.

By signing below, Renter certifies that he/she understands and agrees to all of the terms and conditions of this agreement, and acknowledges receipt of a copy of the same. This contract is not binding until signed by all parties. All persons signing as Renters acknowledge that they are jointly and severally liable for performing the contract.

Renter's Printed Name	Renter's Address (No P.O. Box)
Renter's Signature	Phone Number (Home or Cell)
Renter's Printed Name	Renter's Address (No P.O. Box)
Renter's Signature	Phone Number (Home or Cell)
Approved Signature/St. George's Episcopal Church	Date