

RESORT IMPROVEMENT DISTRICT NO. 1
SHELTER COVE – HUMBOLDT COUNTY – CALIFORNIA
9126 Shelter Cove Road, Whitethorn CA 95589
707-986-7447, Fax: 707-986-7435, info@sheltercove-ca.gov, www.sheltercove-ca.gov

SHELTER COVE PUBLIC RECREATION FACILITIES RENTAL AGREEMENT

This Rental Agreement, dated _____, between the Resort Improvement District No. 1 (hereinafter "District") and _____ (hereinafter "Renter") is to rent the following facilities, equipment, and premises of District located in Shelter Cove, California (hereinafter "Premises").

EVENT INFORMATION

Date(s) of Event: _____

Hours of Event: _____

Premises Rented: _____

Event Description: _____

Number of Persons Attending Event: _____ (estimate) **Age Group:** _____

Max. indoor capacity during day time hours when using tables = 89
Max. indoor capacity during night time hours when using tables = 110

Event Open to the General Public: YES _____ NO _____

Amplified Music: YES _____ NO _____

Alcoholic Beverages served: YES _____ NO _____

Alcoholic Beverages sold: YES _____ NO _____

Food Served: YES _____ NO _____

Total Fees due two weeks prior to event:

Rental Fee: _____ **Cleaning Fee:** _____ **Deposit:** _____

Deposit may be refunded to: _____
Address: _____

RENTER/EVENT SPONSOR INFORMATION

Name of Person or Sponsoring Organization: _____

Drivers License or Non-Profit ID number: _____

Contact Person: _____

Address: _____

Contact Phone #: **Work:** _____ **Home:** _____

The undersigned, acting solely or as a representative of the organization entering into this agreement, certifies that the above information is correct, agrees to pay any fees due two weeks prior to the event, has read and agrees to comply with the attached Rules, Regulations and Standards, and assumes full responsibility for any damages sustained to the Premises, and for the acts and conduct of all persons admitted to the Premises. The undersigned further agrees to hold the District, and its employees and agents, volunteers and any other person, firm or corporation charged or chargeable with responsibility or liability, free and harmless from any and all claims, demands, damages, costs, expenses, loss of service, action and causes of action by any person or persons, for injuries to persons or loss of damages to property occasioned by or in connection with the use of the Premises caused by any source whatsoever. I understand my responsibility as indicated on the attached Rules and Regulations and agree to fulfill all stated obligations. I also understand that insurance carried by the District does not cover my organization or me. Violation of any of the Rules, Regulations and Standards will result in loss of opportunity of future rental of facilities.

Signature: _____ **Title:** _____ **Date:** _____

FOR DISTRICT USE ONLY

Insurance Certificate Submitted: Yes No

Insurance Event Classification: _____

Rental Fees Paid: **Amount:** _____ **Date:** _____

Cleaning Fees Paid: **Amount:** _____ **Date:** _____

Deposit Paid: **Amount:** _____ **Date:** _____

Deposit Returned: **Amount:** _____ **Date:** _____

Approved By: _____
(Signature)

TERMS OF AGREEMENT
RULES, REGULATIONS AND STANDARDS

All individuals, groups and organizations renting or using the Premises shall strictly observe the following Rules, Regulations and Standards. Events are to be scheduled consistent with open dates on the calendar.

1. PLEASE OBSERVE OUR **NO SMOKING AND NO ALCOHOL REGULATION** (No smoking in the Clubhouse or on the decks and no alcohol unless Board pre-approved).

2. **INSURANCE**

If alcohol is present, if the event is charging fees or raising revenue, or if the event is over 4 hours long the following shall apply:

Anyone applying to use the Premises, whether or not an individual, group or organization, shall maintain comprehensive general broad form liability insurance coverage for public liability and property damage including blanket contractual fire, legal, products and/or completed operations in a minimal amount of One Million Dollars (\$1,000,000) or combined single limit. Renter shall name Resort Improvement District No. 1 and Shelter Cove Sewer & Other Facilities Maintenance District No. 1 as additional insured and shall provide District with a certificate of such insurance containing a 30-day notice of cancellation prior to the date of use. Renter may obtain "Special Events Insurance" through District.

I/We are covered for Public Liability Insurance either under a Homeowner's Policy or General Liability Policy with _____ Insurance Company or have elected to purchase "Special Events Insurance" to cover this function.

A [] Certificate of Public Liability and [] Host Liquor Liability in the amount of One Million Dollars (\$1,000,000), or more, naming District as additional insured has been received from _____ and is/are attached to this Agreement. Expiration date of certificate(s) is/are: _____

3. **AMENDMENT OF TERMS**

The applicant may request modification of the terms and fees by making application to the Board.

4. **ASSIGNMENT**

Renter shall not transfer interest in or to said Agreement nor shall Renter assign or sub-rent said Premises or any part thereof.

5. **PRIORITY**

District shall have priority over all organizations, groups or individuals in the use of Premises.

6. **DAMAGE**

Any and all damage to the Premises is the responsibility of Renter and shall be billed to Renter at replacement or repair costs. All damage shall be reported immediately to the General Manager. No tacks, nails, screws, or other objects shall be driven into the walls, doors, or doorjambes. Sliding furniture and tables shall not be permitted; and if such items as booths and like structures are erected, then a protective covering must be placed on the floor. No materials of any kind are to be used on the floor, i.e. dancing powder or wax, floor polish or wax, etc.

At the end of the term of this Rental Agreement, all rooms must be restored to their original condition and arrangement, all internal doors must be closed and all external doors must be locked.

7. **DISALLOWED MATERIALS**

The following materials, which are usually excluded by law in any public building, shall not be used for decoration purposes or otherwise: Hay, straw (loose or baled), flammable decorations or materials, including fireworks.
NO CONFETTI IS ALLOWED.

8. **EQUIPMENT**

In no case shall equipment, chairs, tables, dishes, flatware or other furnishings belonging to the District be removed from the premises without prior, written permission from the District. Agreement to use the building shall be on an as-is basis. Extra equipment needed such as tables, chairs, dishes, silverware, pots and pans, public address system, etc., will be the responsibility of Renter. Any such equipment shall be removed from the Premises immediately at the end of such period of the Agreement unless special arrangements are made with District. Such arrangements shall be set forth in writing.

Will you be bringing extra equipment for the function, which is the subject of the Rental Agreement? Yes No

If "Yes," you are expected to remove your equipment from the Premises no later than: _____[time] on _____[date].

9. **SAFETY**

During the period covered by this Rental Agreement, Renter agrees that all exit doors on premises shall be kept free of obstruction and unlocked during the rental period. Renter also agrees to supervise the parking of guest automobiles so that safe access is maintained and so that all entrances to the facility remain clear and accessible.

Adult chaperones (1 adult per 8 youths aged 17 and under) are required for all youth events and must remain present at all times.

Renter is required to maintain sufficient control of the event. The District can cancel the event if it is determined control is insufficient. The District reserves the right to suspend and or ask for removal (by renters) of any individual that is deemed abusive or destructive. Security is your responsibility and liability as a renter.

10. **LAWS IN EFFECT**

Renter agrees not to violate any District or County Ordinance or State Law in or about said Premises and not to commit or permit any nuisance in or about said Premises or in any way annoy the other occupants of the facility or the surrounding neighbors.

11. **GARBAGE / TRASH / CLEANING**

All garbage and waste material shall be removed from the Premises, including the parking lot, and disposed of by Renter. All waste containers must be cleaned before leaving the Premises. If used, Renter is required to surface clean kitchen counters, sinks, stove, microwave and tables. All dishes, pans etc. must be cleaned and put away. Dust the hall area, mopping up any spills immediately. Tables and chairs shall be returned to their original position. If Renter does not remove garbage/ waste as required, and/or if the cleaning fee proves insufficient to clean and sanitize the Premises, the expense of waste disposal and extra cleaning time shall be deducted from Renter's deposit and if deposit proves insufficient the difference will be borne by the Renter.

The cleaning fee shall be determined by the fee schedule set forth in the District's Public Facilities Rental Fee Schedule. The cleaning fee shall be paid upon approval of the Rental Agreement at least two weeks in advance of the rental date.

12. **APPLICATION FOR USE**

All applications for use of the Premises shall be prepared using the Shelter Cove Public Recreation Facilities Rental Agreement signed by the General

Manager or his/her designee. Applications will be accepted up to three months in advance of the requested rental date. Failure to comply with the Rules, Regulations and Standards is sufficient reason for forfeiture of Renter's deposit and cancellation of the Agreement. If for some reason Renter finds it necessary to cancel rental of the Premises after the Agreement is signed, Renter must contact the General Manager or his/her designee two weeks in advance at (707) 986-7447 or deposit shall be forfeited.

13. **LOST, DAMAGED OR STOLEN ARTICLES**

Lost, damaged or stolen articles will not be the responsibility of the District, its employees or agents.

14. **RENTAL FEE AND DEPOSIT**

The rental fee, cleaning fee/deposit and security deposit shall be determined by the fee structure set forth in the District's Public Facilities Rental Fee Schedule. Renter understands that a rental fee, cleaning fee/deposit, and security deposit may be required. The rental fee, cleaning fee/deposit and security deposit shall be paid upon approval of the Rental Agreement two weeks in advance of the rental date. The deposit shall be returned to Renter if all the terms and conditions of the Agreement are followed.

The Premises may be rented until 10:00 p.m., with the exception of New Year's Eve, when it may be rented until 1:00 a.m.

15. **CLOSING PROCEDURES**

Read and check off:

- ✓ Close and lock all windows []
- ✓ Check restrooms for running water []
- ✓ Check kitchen for running water; turn off appliances used []
- ✓ Clean all outside cigarette receptacles and remove trash []
- ✓ Set thermostat at '4' ('Off' in summer months) []
- ✓ Turn off interior lights; []
- ✓ Close all doors and lock exterior doors []

16. **KEYS**

All keys, obtained from the District office, **MUST** be returned to the office by the next available business day. The Rental Deposit will be forfeited if keys are not returned.

17. **RETURN OF DEPOSIT**

Full refund of deposit will be issued within three weeks of rental date conclusion if no additional charges have been incurred. If charges are necessary, the remainder of the deposit or an invoice will be issued within five weeks of the rental conclusion date.

18. **COMMERCIAL USE**

Use of the facility for commercial use shall be approved by the Board. Commercial use is any for profit event/activity for which admission is charged, or payment of any kind is required, or services or products are to be made or sold.