

VETERANS' MEMORIAL BUILDING CONTRACT AGREEMENT

INSURANCE REQUIREMENTS FOR ORGANIZED ACTIVITIES

Not less than one million dollars (\$1,000,000) combined single limit for both bodily injury and property damage naming and endorsing the City of Carpinteria as an Additional Insured. The policy or policies shall also contain a provision that no termination, cancellation, or change of coverage of insured or additional insured shall be effective until ten (10) days notice has been given in writing to the city clerk of the city of Carpinteria. Said policy must also contain a provision for the sale and/or distribution of alcoholic beverages. The applicant(s) or park user(s) shall waive any right to hold the City of Carpinteria responsible for any situation which may occur at the hall. The applicant will be responsible for any damage to property or surroundings as a result of the event.

The certificate of insurance along with Additional Insured Endorsement must accompany this application indicating the City of Carpinteria as an additional insured party.

The rental agreement rules are to assure the city of Carpinteria that the building and grounds are left in satisfactory condition. **Renters shall be responsible for the total cost of repair and/or replacement for all actual loss or damage to the building and/or its contents.**

RENTERS MUST CLEAN UP THE ENTIRE HALL, KITCHEN (IF KITCHEN USE IS INCLUDED IN RENTAL), RESTROOMS & COURTYARD IMMEDIATELY FOLLOWING THEIR EVENT. ALL OR A PORTION OF THE \$300 CLEANING/DAMAGE (RENTAL) DEPOSIT MAY BE WITHHELD FOR ANY DAMAGE OR FAILURE TO CLEAN UP AFTER THE RENTER'S EVENT. ADDITIONALLY, IT IS UNDERSTOOD THAT THE USE OF HELIUM BALLOONS IS NOT PERMITTED. ALCOHOL SERVICE AND/OR MUSIC MUST STOP AT 9:30 PM.

The undersigned, herein known as the Applicant, understands and agrees that he or she or the organization that he or she represents shall assume all risks for loss, damage, liability, injury, communicable diseases, illnesses, viruses, cost or expense that may occur during or as a result of the use or occupancy of the Veterans' Memorial Building. The Applicant agrees to be personally responsible for any damage sustained to the grounds, building, furniture or equipment as a result of occupancy of the Veterans' Memorial Building.

My signature certifies that all information I have provided in the application is true including that regarding the use of alcohol. I understand and agree that any misstatements or omissions of material fact herein may cause forfeiture of my deposit.

I hereby accept and agree to the terms as set forth above and to all the terms set forth in the rental agreement forms attached hereto.

PERSON RESPONSIBLE FOR RENTAL

DATE

VETERANS MEMORIAL BUILDING RENTAL FEES

(All Fees are due and payable on the Monday PRIOR to the Date of the Rental)

GENERAL PUBLIC

TO RESERVE A DATE	\$ 100.00 <i>(Refundable after event)</i>
CLEANING/DAMAGE (RENTAL) DEPOSIT	\$ 200.00 <i>(Refundable after event)</i>
HALL & KITCHEN	\$ 85.00 PER HOUR
* HALL ONLY	\$ 58.00 PER HOUR
KITCHEN ONLY	\$ 35.00 PER HOUR
VETERANS' MEETING ROOM	\$ 39.00 PER HOUR
RECEPTION ROOM	\$ 37.00 PER HOUR
HALL & KITCHEN - ALL DAY RENTAL (10:30 AM - 10:45 PM)	
	\$ 750.00** (plus \$300 = \$1,050.00 total)
**SECURITY SERVICES are provided at the rate of \$27.50 per hour for up to 8 hrs with a 6/hr minimum. Security Services provided beyond 8 hours are charged at the rate of \$40.25 per hour.	
* HALL ONLY ALL DAY RENTAL (10:30 AM - 10:45 PM)	\$ 560.00

***Note: The rate for Security Services is \$27.50 per hour for (8) eight or less hours of service with a 6/hr minimum. The overtime rate for Security Services is \$40.50/hr. for any time beyond 8 hours of service.*

LOCAL NON-PROFIT & GOVERNMENT AGENCIES

MUST HAVE EVIDENCE OF 501C3 TAX EXEMPTION STATUS

TO RESERVE A DATE	\$ 100.00
CLEANING/DAMAGE (RENTAL) DEPOSIT	\$ 200.00
HALL & KITCHEN	\$ 42.00 PER HOUR
* HALL ONLY	\$ 27.00 PER HOUR
KITCHEN ONLY	\$ 18.00 PER HOUR
VETERANS' MEETING ROOM	\$ 20.00 PER HOUR
RECEPTION ROOM	\$ 19.00 PER HOUR
HALL & KITCHEN ALL DAY RENTAL (10:30 AM- 10:45 PM)	\$ 560.00
* HALL ONLY ALL DAY RENTAL (10:30 AM - 10:45 PM)	\$ 420.00

MAXIMUM OCCUPANCY LIMIT IS 125 PERSONS

***FOOD/BEVERAGE SERVICE – KITCHEN RENTAL IS REQUIRED!**
Please call 755-4416 or 755-4432 for Reservations and Information.

VETERANS' MEMORIAL BUILDING RENTAL AGREEMENT RULES

THESE RENTAL AGREEMENT RULES ARE TO ASSURE THE CITY OF CARPINTERIA THAT THE BUILDING AND GROUNDS ARE LEFT IN SATISFACTORY CONDITION. **RENTERS SHALL BE RESPONSIBLE FOR THE TOTAL COST OF REPAIR AND/OR REPLACEMENT FOR ALL ACTUAL LOSS OR DAMAGE TO THE BUILDING AND/OR ITS CONTENTS.**

RENTERS MUST CLEAN UP THE ENTIRE HALL, KITCHEN (IF KITCHEN USE IS INCLUDED IN RENTAL), RESTROOMS & COURTYARD IMMEDIATELY FOLLOWING THEIR EVENT. ALL OR A PORTION OF THE \$300 CLEANING/DAMAGE (RENTAL) DEPOSIT MAY BE WITHHELD IF ALL OF THE FOLLOWING CONDITIONS ARE NOT MET.

REQUIREMENTS FOR A FULL REFUND

- RENTERS MUST OBSERVE MAXIMUM OCCUPANCY LIMIT OF 125 PERSONS.**
- IF SERVING ALCOHOL, PROVIDING AMPLIFIED MUSIC AND/OR DANCING, A UNIFORMED SECURITY GUARD WILL BE IN ATTENDANCE FROM ONE-HALF HOUR BEFORE START OF EVENT UNTIL THE BUILDING IS VACATED AND SECURELY LOCKED.**
- CLEAN REST ROOMS (Pick up debris and empty trash).**
- SWEEP AND DAMP MOP FLOORS (Do not use bleach or detergents!!)**
- CLEAN KITCHEN.** (Clean counters, sinks, and floor) TAKE ALL LEFT-OVER FOOD HOME.
- EMPTY ALL TRASH** IN DUMPSTER LOCATED BEHIND THE BUILDING, ADJACENT TO MUSEUM PARKING LOT.
- PICK UP LITTER** AROUND AND IN FRONT OF THE BUILDING AND SURROUNDING AREAS.
- PICK UP LITTER IN AND AROUND DUMPSTER ENCLOSURE & CLOSE DUMPSTER LID.**
- RENTERS MUST CLEAN, FOLD AND RETURN TABLES AND CHAIRS TO STORAGE CLOSET.**
- RENTERS MUST NOT DISTURB OR REMOVE ANYTHING CURRENTLY HANGING OR ON DISPLAY IN THE HALL. THE USE OF HELIUM BALLOONS IS NOT PERMITTED.**
- ALL PEOPLE MUST BE COMPLETELY OUT OF THE BUILDING ON OR BEFORE 10:45 PM.**
- SECURELY LOCK BUILDING** AND RETURN THE KEYS TO CITY HALL WITHIN 48 HOURS OR TWO WORKING DAYS (\$10.00 PENALTY PER DAY).

EACH UNCOMPLETED REQUIREMENT MAY RESULT IN AT LEAST A \$50.00 DEDUCTION FROM YOUR CLEANING DEPOSIT. ANY ADDITIONAL FEES CHARGED BY THE CITY'S CONTRACTED CLEANING SERVICE WILL ALSO BE DEDUCTED FROM THE CLEANING/DAMAGE DEPOSIT.

I understand and agree to all the above referenced requirements and fully understand that failure to complete any or all tasks will result in a partial or complete forfeiture of my security deposit.

Signed: _____
PERSON RESPONSIBLE FOR RENTAL

Date: _____

DEPOSITS AND CANCELLATIONS

- **A rental application form and deposit of \$100 is received at the time of reservation.**
- **The remaining Cleaning/Damage (Rental) Deposit balance of \$200 must be paid, along with all Rental Fees, by the Monday PRIOR to the date of the Rental (\$300 total Deposit).**
- **You must give at least two weeks (10 business days) cancellation notice in order to be refunded the \$100 Reservation Deposit.**
- **If all conditions and requirements are met, the full Rental Deposit (\$300) will be refunded. Rental Deposits are returned by mail within 3 to 5 weeks after the event.**
- **There will be a \$30 charge on all returned checks.**

ALL EVENTS

- **All events must end at or prior to 10:00 PM and the building vacated of all occupants by 10:45 pm (cleaned up and all people out of the building).**
- **All events must be held within the building unless permission is granted for use of the exterior portions of the building, including the courtyard and backyard.**

EVENTS INCLUDING MUSIC, DANCE AND/OR ALCOHOL

- **A uniformed, licensed security guard will be in attendance at all events held at the Veterans' Memorial Building when there is entertainment, music, dancing, and/or alcohol being served. Security services will be provided from 30 minutes before the start of the event until the building has been vacated of all occupants and securely locked (according to the hours stated on page 1 of this contract).**
- **All events must end at 10:00 PM or earlier and the building cleaned, vacated and locked no later than 10:45 PM. Security services are instructed to stop alcohol service and music at 9:30 PM. Failure to vacate the building by 10:45 PM will constitute a breach of this contract and all or a portion of the \$300 Cleaning/Damage (Rental) Deposit will be withheld by the City to cover additional security expenses.**
- **No liquor sales will be allowed without a license from the State of California Alcoholic Beverage Control Board. A copy of the liquor license will be required by the City of Carpinteria prior to issuing the keys to the building.**

**Alcohol Beverage Control
1000 S. Hill Road, Suite 310
Ventura, CA 93003**

(805) 289-0100

REMEMBER TO PUT TABLES & CHAIRS INTO THE STORAGE CLOSET AFTER YOUR EVENT.

STAGE

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MAXIMUM OCCUPANCY LIMIT IS 125 PERSONS.

Please remember to be considerate of the neighbors. The hall is located in a residential neighborhood. Excessively loud music is a disturbance and the Sheriffs' Department may be called upon to act. Music and alcohol service must end at 9:30 PM.

VETERANS MEMORIAL BUILDING RENTAL FEES & PAYMENTS

**(ALL FEES ARE DUE AND PAYABLE ON THE MONDAY PRIOR TO THE DATE OF RENTAL)

FOR OFFICE USE ONLY

RESERVATION DEPOSIT:	\$ <u>100.00</u>	DATE PAID: _____	
**CLEANING DEPOSIT:	\$ <u>200.00</u>	DATE PAID: _____	
**RENTAL FEE:	\$ _____		
**SECURITY SERVICES FEE:	\$ _____		(\$27.50 PER HOUR for 8 or less hours of service with a 6/hr minimum)
SECURITY SERVICES OVERTIME CHARGE:	\$ _____		(\$40.25 PER HOUR over 8 hrs of service)
**TOTAL AMOUNT DUE:	\$ _____		
AMOUNT PAID:	\$ _____	DATE PAID: _____	
BALANCE DUE:	\$ _____	DATE PAID: _____	
AMOUNT PAID:	\$ _____	DATE PAID: _____	
REMAINING BALANCE:	\$ _____	DATE PAID: _____	
AMOUNT PAID:	\$ _____	DATE PAID: _____	
REMAINING BALANCE:	\$ _____	DATE PAID: _____	
SECURITY SERVICE FEE REFUNDED:	\$ _____	DATE REQUESTED: _____	
CLEANING DEPOSIT REFUNDED:	\$ _____	DATE REQUESTED: _____	
CLEANING DEPOSIT WITHHELD:	\$ _____	DATE NOTIFIED: _____	BY: _____

REMARKS: _____

HOLD CHECK FOR PICK UP: _____	Amount of Deposit Refund	\$ _____	
	Amount of Security Fee Refund	\$ _____	
	TOTAL REFUND \$		

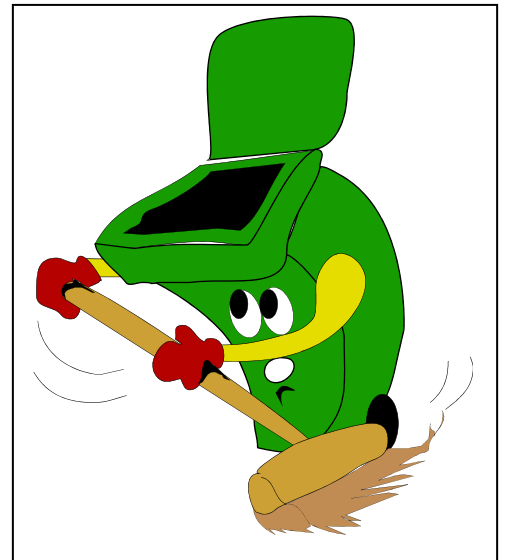
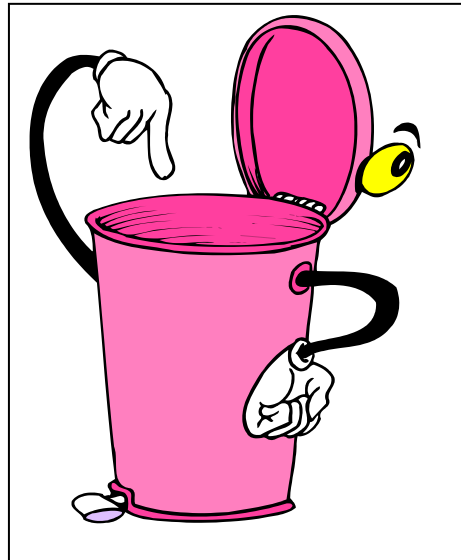
REFUND TO: _____

Important Notice

PLACE ALL TRASH IN BAGS AND PLACE INSIDE THE DUMPSTER BIN LOCATED IN THE BACK PARKING LOT. **DO NOT** TOSS TRASH OVER THE TOP OF ENCLOSURE; BAGS MUST BE PLACED INSIDE. ANY DEBRIS FOUND OUTSIDE THE BIN AND THE SURROUNDING AREAS MAY RESULT IN A LOSS OF YOUR DEPOSIT.

Aviso Importante

COLOQUE TODA LA BASURA EN BOLSOS Y COLOQUÉLA DENTRO DEL COMPARTIMIENTO DEL DUMPSTER SITUADO EN LA PORCIÓN TRASERA DEL ESTACIONAMIENTO. NO SACUDA LA BASURA SOBRE LA TAPA DEL RECINTO; LAS BOLSAS SE DEBEN COLOCAR ADENTRO. CUALQUIER BASURA ENCONTRADA FUERA DEL COMPARTIMIENTO EN LOS ALREDEDORES PUEDE DAR LUGAR A UNA PÉRDIDA DE SU DEPÓSITO.



DUMPSTER LOCATION

