



# CARPINTERIA GARDEN PARK CONTRACT AGREEMENT

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 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.**

Please note that each raised bed is owned and operated by a community member. Damage to raised beds or produce will be considered as damage to facilities.

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, cost or expense that may occur during or as a result of the use or occupancy of the Carpinteria Garden Park. The Applicant agrees to be personally responsible for any damage sustained to the grounds, building, or equipment as a result of occupancy of the Carpinteria Garden Park.

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

# CARPINTERIA GARDEN PARK 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> )
GARDEN PARK	\$ 100.00 PER HOUR

## LOCAL NON-PROFIT & GOVERNMENT AGENCIES

MUST HAVE EVIDENCE OF 501C3 TAX EXEMPTION STATUS

TO RESERVE A DATE	\$ 100.00 ( <i>Refundable after event</i> )
CLEANING/DAMAGE (RENTAL) DEPOSIT	\$ 200.00 ( <i>Refundable after event</i> )
GARDEN PARK	\$ 50.00 PER HOUR

## MAXIMUM OCCUPANCY LIMIT IS 150 PERSONS

## CARPINTERIA GARDEN PARK RENTAL AGREEMENT RULES

### REQUIREMENTS FOR A FULL REFUND

- RENTERS MUST OBSERVE MAXIMUM OCCUPANCY LIMIT OF 150 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).
- PICK UP LITTER AROUND AND IN FRONT OF THE BUILDING AND SURROUNDING AREAS. PLEASE TAKE TRASH WITH YOU.
- ALL PEOPLE MUST BE COMPLETELY OUT OF THE GARDEN ON OR BEFORE 10:00 PM.

**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: \_\_\_\_\_

Date: \_\_\_\_\_

In Case of Emergency  
CALL 911

Non-Emergency  
CALL (805) 681-4100

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## 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 prior to 10:00 pm and the garden vacated of all occupants by 10:30 pm (cleaned up and all people out of the building).

### EVENTS INCLUDING MUSIC, DANCE AND/OR ALCOHOL

- A uniformed, licensed security guard will be in attendance at all events held at the Carpinteria Garden Park 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 with amplified music must end at 9:00 PM. Events without amplified music must end at 10:00 PM or earlier and the garden cleaned, vacated and locked no later than 10:45 PM. Security services are instructed to stop alcohol service at 9:15 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

In Case of Emergency  
CALL 911

Non-Emergency  
CALL (805) 681-4100

# CARPINTERIA GARDEN PARK RENTAL FEES & PAYMENTS

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

## FOR OFFICE USE ONLY

RENTER: _____	EVENT DATE: _____		
		<u>Acct. Code</u>	<u>GL Code</u>
RESERVATION/DEPOSIT:	\$ <u>100.00</u>	520	101-000-2231
CLEANING/DAMAGE DEPOSIT:	\$ <u>200.00</u>	520	101-000-2231
RENTAL FEE:	\$ _____	505	204-502-4513
SECURITY SERVICES FEE:	\$ _____	524	101-000-2231
	<small>\$33.00 PER HOUR for 8 or less hours of service with a 6/hour minimum</small>		
SECURITY SERVICES FEE-OVERTIME:	\$ _____	523	101-000-2231
	<small>\$49.50 PER HOUR for event over 8 hours</small>		
TOTAL AMOUNT DUE:	\$ _____		
AMOUNT PAID: For _____	\$ _____	DATE PAID: _____	_____
BALANCE DUE:	\$ _____		
AMOUNT PAID: For _____	\$ _____	DATE PAID: _____	_____
BALANCE DUE:	\$ _____		
AMOUNT PAID: For _____	\$ _____	DATE PAID: _____	_____
BALANCE DUE:	\$ _____		

<b>REFUND REQUEST</b>	Date: _____	Submitted by: _____	
		Comments/Reasons:	
CLEANING/DAMAGE DEPOSIT:	\$ <u>+300.00</u>	Amount paid above _____	520 101-000-2231
CLEANING/DAMAGE DEPOSIT WITHHOLDING:	\$- _____	_____	520 101-000-2231
ADDITIONAL SECURITY SERVICES or OVERTIME CHARGE:	\$- _____	_____	524/523 101-000-2231
OVERPAYMENT OF SECURITY SERVICES:	\$+ _____	_____	524/523 101-000-2231
TOTAL REFUND:	\$ _____		

REMARKS: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

MAIL REFUND TO: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_