

CITY OF CHOWCHILLA CALIFORNIA



FACILITY RENTAL AGREEMENT EDWARD RAY COMMUNITY CENTER BUILDING

**The building is not available to rent prior to 8:00 a.m. and no later than 10:00 p.m.
Deposit is due at the time of reservation, and the remaining balance is due 14 business days
before the rental date.**

Date of Activity: ____ / ____ /20 ____

Date of Request: ____ / ____ /20 ____

Expected Attendance: _____

Time building needed: from _____ a.m./p.m. to _____ a.m./p.m.

(Include set up and clean up time; you may not enter the building early or leave late)

Type of Event:

Applicant/Organization:

Contact: _____

Address: _____ City: _____ Zip: _____

Phone: (____) _____

Cell Phone: you can receive a Text: (____) _____

Reminders may be text to this number; standard rate apply.

E-mail: _____

The following are due 14 days prior to your rental date.

- Pages 1 and 2 of the Facility Rental Agreement
- Certificate of Liability Insurance (if applicable)
- Remaining balance of rental fees

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PLEASE REVIEW THE FACILITY RENTAL AGREEMENT CAREFULLY

FACILITY RENTAL AGREEMENT

The building may not be entered prior to 8:00 am and must be vacated by 10:00 pm.

MAXIMUM CAPACITY IS 81 PEOPLE

INTRODUCTION

The Edward Ray Community Center Building is a City of Chowchilla (“City”) owned, operated, and managed facility (hereinafter “Facility”). Facility reservations are available to the public, including private individuals, organizations, and community service organizations. The City has established fees to rent the facility and kitchen based on the costs of maintenance, utilities, supervision, and other direct costs. The terms and conditions contained herein have been developed to ensure that the Facility is used in a responsible manner and to safeguard the public’s financial investment adequately. Individuals or organizations renting the Facility are hereinafter referred to as “Renter.”

RESERVATIONS & DEPOSITS

- Reservation requests will be submitted to and approved by the City Recreation Coordinator or their designee. It is highly recommended that reservations be made at least 30 days prior to the requested date(s) of use. All requests are subject to availability.
- Reservations will be accepted as early as one year in advance of the requested rental date (limited to two (2) consecutive days for a single reservation).
- The Facility Rental Agreement application must be signed by an adult 18 years of age or older.
- The total deposit is due and payable at the time the application is signed, and the reservation is made to hold the date.

Building	Total Deposit	Breakdown of Deposit
Edward Ray Community Center	\$350	Cleaning Deposit = \$250 Key Deposit = \$100

- The cleaning deposit is refundable only if the Renter leaves the Facility in the same condition as which they found it. A portion or all of the Renter’s cleaning deposit will be forfeited if Renter fails to adequately clean the Facility. Additionally, if extraordinary clean-up and/or repair of damages is required, Renter will be charged for the cost(s) of same. Some cleaning supplies may be in the shelves in the storage room.

- The key deposit will be refunded upon the return of the Facility key(s).
- Any outstanding rental fees are due no later than fourteen (14) business days prior to the event. Please see the table below for additional information regarding rental fees. Reservations taken less than 14 business days prior to the event will require payment in full, both the deposit and rental fee.

RENTAL FEES

Building	Rental Fee Per Day	Less than 4 hours = Hourly Rate	Deposits
Edward Ray Community Center Rental for Community Service Organizations	Up to 4 Hours \$100 Over 4 Hours \$200 Kitchen Rental \$50 (per rental)	Hourly Rate \$25	\$350 Required for all Community Service Organization Rentals if rental is more than 4 hours
Edward Ray Community Center Rental for Individuals/For- Profit Organizations	Up to 4 Hours \$250 Over 4 Hours \$450 Kitchen Rental \$50 (per rental)	N/A	\$350 Required for all Private Rentals

CHANGES, CANCELLATIONS, RESCHEDULING, AND REFUNDS

- Any changes to the application, such as the nature of the event or the number of participants, must be submitted to and approved by the City Recreation Coordinator or their designee in writing at least ten (10) business days prior to the scheduled event. If necessary, rental fees will be adjusted.
- Cancellation of an event must be submitted in writing to the City Recreation Coordinator or their designee and is subject to the following fees:
 - Thirty days or more: full refund of deposit and any rental fees paid.
 - Less than 30 days, but more than ten (10) days: 50% refund of deposit and any rental fees paid.
 - Ten days (10) days or less: forfeiture of deposit and refund of any rental fees paid.

City office hours are Monday through Friday, 8:00 am – 5:00 pm, excluding holidays. For matters arising during non-business hours, please call the “On Call Number” at **(559) 647-9138**.

HOURS OF OPERATION

The Facility is able to be rented (including set-up and clean-up) Monday through Sunday, 8:00 am – 10:00 pm. The Facility must be closed by 10:00 pm. **Please DO NOT come earlier than your allotted time, and DO NOT leave later than your ending time.** If the building is not vacated by the end of the agreed-upon rental period, Renter will be charged an additional fee. The additional fee is not a prorated charge and will be deducted from the deposit.

EQUIPMENT

- Six (10) Rectangular tables (6 feet in length) and 60 chairs are available to accommodate Renter's event.
- Any City-owned equipment, including tables and chairs, shall not be removed from the Facility under any circumstances.
- Renter may rent tables and chairs from an outside company, but any table and chair legs brought into the Facility must have protection on the bottom legs to prevent damage to the floors.

SET UP

- Set-up and clean-up will be allowed during the specified rental period (according to the approved application and this Agreement). You may not enter the facility early nor leave later than your reserved time.
- All tables/chairs/equipment used for the event must be cleaned and returned to their original locations.

DECORATIONS

- Tape, adhesives, nails, screws, staples, tacks, or any other devices or material that can make permanent marks are prohibited on the walls, woodwork, ceilings, windows, fixtures, and furniture.
- Exits must remain clear at all times.
- The use of birdseed, rice, confetti, glitter, silly string, or similar material is prohibited.
- Renter must remove all decorations prior to vacating the Facility.
- Only Flameless candles are permitted.

CLEAN UP

- Clean-up is the Renter's responsibility. Renter shall ensure that all decorations, food, gifts, and outside rental equipment are removed from the Facility at the end of the event. Additionally, Renter shall ensure that the Facility is clean before the end of the rental period. Limited cleaning supplies will be available, one may want to bring additional supplies with them.
- Renter must have the facility vacated by the time specified on the lease agreement.
- Monetary penalties will be assessed against Renter if the Facility is not cleaned and vacated by the specified time and/or if damage occurs.
- Facility must be swept, and any debris removed.
- All soiled tables/chairs must be wiped down.
- If the kitchen is rented, the refrigerator and kitchen must be cleaned, which includes counters being wiped down, cooking equipment cleaned, and the floor swept. All food items need to be removed.
- Trash must be put in the proper receptacles. Full Trash Bags can be tied up and left in the facility for the city to dump.
- The Facility, parking lot, grounds, and equipment shall be returned to the City in the same condition as they were found prior to the event.

GENERAL

- Renter, including any group or organization reserving the Facility, assumes full responsibility for the conduct of their guests.
- Renter shall use the Facility for the purpose of the described event and for uses normally associated with such use, and for no other purpose unless previously authorized by City in writing.
- Fights, vandalism, or any other destructive behavior are grounds for immediate termination of the event. In such cases, Renter will forfeit ALL fees and be barred from requesting use of the Facility in the future.
- If misleading information is intentionally provided by the Renter in their application, or through any other means, regarding the nature of the event, the City may immediately cancel the event, and Renter will forfeit all fees.
- Decorating or preparing the Facility for the scheduled event and the delivery of supplies or equipment is not permitted prior to the beginning of the rental period, as indicated on the approved application.
- No Smoking or Alcohol use at a City Park or City Facility.
- No refunds will be provided for any unused reservation time or unused equipment.
- The City reserves the right to require security and/or attendant service for any event at the expense of the renter.
- The City reserves the right to require a guest list for any function/event prior to the reservation date.

ALCOHOLIC BEVERAGES

- No alcohol is allowed at the Facility in accordance with City Ordinance # 1053, Sec 5-7.02, Alcoholic Beverages in City Park and Public Recreation Areas, due to the fact that the Facility is located in a City park.

DISC JOCKEYS/BANDS

- Disc jockeys and bands are permitted. Equipment, staging sets, etc. MUST be placed on mats. Damage to the Facility caused by the DJ or band shall be the responsibility of the Renter.
- The City reserves the right to deny usage of smoke, bubble, fog, or similar machines.

CATERERS

- Renter is responsible for any damage to the kitchen, loss or damage to equipment, and any mess left by Renter's caterer. Renter will be billed for any charges incurred to City due to damages or mess.

DAMAGES AND LOSS OF PERSONAL PROPERTY

- Renter shall be responsible for any and all damages to the real and personal property of the Facility, including but not limited to the premises, any and all equipment, appliances, lights, restrooms, fixtures, parking lot, furnishings, ceilings, walls, and landscaping.
- The City is not responsible for any lost, stolen, or damaged property of the Renter or their guests.

SECURITY AND INSURANCE

- The City reserves the right to require security personnel and/or liability insurance during an event. Renter must contract with a company licensed with the State of California, and the City must approve the Security Company. Any liability insurance shall name the City, its officers, elected officials, agents, and employees as additional insured. A copy of the Liability Certificate must be provided to city staff at least thirty (30) business days prior to the event date or as soon as practicable but in no case less than ten (10) days prior if application was submitted less than thirty (30) business days prior to the event.

RIGHTS OF THE CITY

- The Police Department, Fire Department, and/or a designated City Representative shall have the right to enter the Facility at any and all times during the event for the purpose of inspection and may terminate any event deemed to be detrimental to the health, safety, or welfare of the participants, community, or premises.
- If an event is terminated, Renter shall be responsible for any and all costs related to damages or required cleaning and shall not be eligible for the return of any rental fees or deposits.
- The City reserves the right to deny the use of the Facility to any person or group if such use is deemed to be contrary to the best interest of the City, the Facility, and/or Chowchilla residents.

MISCELLANEOUS PROVISIONS

- Renter agrees to comply with all laws, ordinances, rules, regulations, guidelines, and policies applicable to the Facility.

This Agreement shall be construed and enforced pursuant to the laws of the State of California. Madera County shall be the venue for any legal proceedings.

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PLEASE INITIAL FOR ACKNOWLEDGMENT

Do you understand the time you have reserved is the only time you can occupy the building? You must accrue for set up and clean up time within your reservation.

Initial: _____

Do you understand you have to pick up a key at City Hall the business day prior to your reservation and return the key the business day after the reservation? It is your responsibility to check for any holiday schedules that the City Hall will be closed.

Initial: _____

Do you understand there is NO SMOKING OR DRINKING ALCOHOL allowed at the City Park or Facilities? If there is any indication of smoking or drinking occurred, you will forfeit your deposit in full.

Initial: _____

Do you understand video surveillance cameras monitor this facility?

Initial: _____

AGREEMENT

The Applicant has read and understands the terms and conditions stated in the Facility Rental Agreement (“Agreement”) and agrees to abide by these terms and conditions. Applicant agrees to pay the Deposit and Rental Fees, as applicable and outlined in the Agreement. Applicant understands that these fees may be adjusted in accordance with the terms of the Agreement. Applicant understands that the maximum capacity for the building is 81 people. Applicant is aware that cameras are monitoring outside the facilities.

Date: _____ Signature: _____
(Authorized Agent or Applicant)

HOLD HARMLESS AND INDEMNIFICATION AGREEMENT (PLEASE READ CAREFULLY)

Applicant/Organization (hereinafter referred to as “Applicant”) hereby agrees to indemnify, defend (with legal counsel approved by City) and hold harmless the City of Chowchilla, CA (“City”), its agents, elected officials, officers, employees, and volunteers, from and against any and all claims, causes of action, lawsuits, settlements, and judgments, to include all reasonable investigative fees, attorney’s fees, and court costs for injuries, damages, or losses to persons or property directly or indirectly arising out of or resulting in any way from the occupancy or use of the Facility by Applicant, event invitees, or the acts, errors, or omission of Applicant. Applicant certifies that they are authorized to act on behalf of and bind their organization, if applicable, to the terms of this Hold Harmless and Indemnification Agreement. Applicant further certifies that they shall accept full responsibility for any damage or theft sustained by the City (including but not limited to the facility, furniture, or equipment) because of the occupancy and use of said Facility by Applicant. Applicant is solely responsible for obtaining all permits, if applicable, for the event.

Date: _____ Signature: _____
(Authorized Agent or Applicant)

COMMUNICABLE DISEASE WAIVER AND RELEASE (PLEASE READ CAREFULLY)

Applicant/Organization (hereinafter referred to as “Applicant”) waives and releases the City of Chowchilla, CA (“City”), and its agents, elected officials, officers, employees, and volunteers from and against any and all claims, causes of action, lawsuits, demands for damages and/or losses that may arise as a direct or indirect result of, in whole or in part, the infection of any person with COVID-19 or any other communicable disease that occurs, or is alleged to occur, during the event described above. Applicant also agrees to indemnify, defend (with legal counsel approved by City), and hold harmless the City, its agents, elected officials, officers, employees, and volunteers from and against any and all claims, causes of action, allegations, or assertions made against City, its agents, elected officials, officers, employees, and volunteers arising from or relating to any actual or alleged infection occurring during the event.

Date: _____ Signature: _____
(Authorized Agent or Applicant)