

CORDELIA FIRE PROTECTION DISTRICT FACILITY RENTAL CONTRACT

This facility rental agreement ("Agreement") is entered by and between the Cordelia Fire Protection District ("District") and _____ ("Renter").

The Parties hereby agree as follows:

1. **MEETING HALL.** The District is the owner of a meeting hall located 2155 Cordelia Road, Fairfield, California ("Hall").
 - a. The Hall has a maximum seating capacity of two hundred seventy (270) persons, parking for approximately thirty (30) vehicles behind the Hall, and overflow parking for an additional forty (40) vehicles across from the Fire Station.
 - b. The Hall is approximately three thousand two hundred sixty (3260) square feet (forty (40) feet by eighty (80) feet) and is equipped with thirty (30) ninety-six (96) inch long folding tables, two hundred seventy (270) metal folding chairs, and a kitchen with a stove, dishwasher, steam table, and refrigerator.
2. **RENTAL PERIOD.** District agrees to rent the Hall to Renter on _____, 200__, from _____ to _____ ("Rental Period"), for the purpose of _____.
3. **RENT.** Rent for the Hall shall be as follows:
 - a. Rent for a full-day rental from 8:00 a.m. to 12:00 a.m. shall be in the amount of one thousand two hundred fifty dollars (\$1250.00). Full-day rentals for registered non-profit corporations shall be in the amount of eight hundred fifty dollars (\$850.00).

Check if Renter is a registered non-profit corporation (documentation is required upon request by the District).
 - b. Rent for a part-day rental shall be in the amount of two hundred dollars (\$200.00) per hour. Part-day rentals shall be a minimum of three (3) hours in length.
 - c. Members of the Cordelia Fire Protection District Firefighters' Association ("Association") shall be entitled to one (1) rental each per calendar year at a cost of two hundred dollars (\$200.00) per rental. The Association may rent the Hall at a cost of two hundred dollars (\$200.00) per rental.
 - d. If Renter fails to vacate the Hall at the end of the Rental Period, Renter shall be charged a fee of two hundred dollars (\$200.00) per hour or fraction of an hour for any additional time.
 - e. All rents shall be paid in full at least thirty (30) days prior to the date of the rental. Payment may be in the form of cash, a bank check, or a cashier's check.

4. **SECURITY DEPOSIT.**

- a. In addition to the rent due pursuant to this Agreement, at least thirty (30) days prior to the date of the rental, Renter shall pay a security deposit (“Deposit”) in the amount of five hundred dollars (\$500.00) in cash or a cashier’s check.
- b. In the event Renter or anyone attending the event for which the Hall is rented, whether invited or otherwise, damages or removes any District property, District shall retain part or all of the Deposit as compensation for the damage incurred. If the amount of damage exceeds the amount of the Deposit, District reserves the right to make a claim upon Renter’s insurance and to pursue any and all other legal remedies.
- c. In the event Renter fails to clean the Hall adequately, District shall apply part or all of the Deposit to pay for cleaning. If cleaning is done by District personnel, Renter will be charged based on their regular hourly rates, including benefits. District reserves the right to hire an outside cleaning service at Renter’s sole cost.
- d. Other than deductions made pursuant to this Section, District shall return the Deposit to Renter within thirty (30) days of the date of the rental. If District deducts any amounts from the Deposit, District shall provide Renter with an itemized list of the deductions and the reasons for those deductions.

5. **CANCELLATIONS.** If Renter cancels the reservation more than thirty (30) days prior to the date of the rental, District shall refund the amount paid by Renter. If Renter cancels thirty (30) or fewer days before the date of the rental, Renter shall be assessed a one hundred dollar (\$100.00) cancellation fee.

6. **INSURANCE.** Renter shall procure general liability insurance in the amount of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate for bodily injury, personal injury, and property damage.

- a. District shall be named as an additional insured on the insurance.
- b. Renter shall provide District with proof of insurance at least thirty (30) days prior to the date of the rental and shall declare all deductibles.
- c. Neither Renter nor its insurance carrier shall cancel, reduce, or suspend the insurance required by this Section without thirty (30) days prior written notice to District.

7. **INDEMNIFICATION.** Renter shall indemnify, hold harmless, and assume the defense of District, its officials, officers, employees, and agents from all claims, losses, damages, including property damages, personal injury, death, and liability of every kind, directly or indirectly arising from Renter’s rental and use of the Hall pursuant to this Agreement, excepting the sole negligence or willful misconduct of District.

8. **LICENSES AND PERMITS.** Renter shall be responsible for procuring and maintaining any and all licenses, permits, or approvals related to its use of the Hall.

9. **DISTRICT REPRESENTATIVE.** A District representative (“District Representative”) will be on-site during the entire Rental Period and shall have authority to enforce District’s rules for use of the Hall. Failure to comply with any reasonable command of the District Representative may

result in the expulsion of any individual from the Hall or termination of the event itself. If Renter's event is terminated pursuant to this Section, no refund shall be due, and District shall retain the full payment, including the Deposit, as a penalty for violation of the District's rules and this Agreement.

10. **SECURITY BY SOLANO COUNTY SHERIFF.** At District's discretion, Renter may be required to pay for security by the Solano County Sheriff. Renter shall be responsible for paying all costs associated with having a Sheriff's deputy onsite during the Rental Period.

Sheriff's Security is required for this rental (check if required).

11. **CONTACT PERSON.** Renter hereby designates _____ as its contact person. This individual shall be present at the Hall at all times during the Rental Period and shall be the primary contact for the District Representative. This contact person shall also be accessible by cell phone at all times during the Rental Period at the following phone number: (_____) _____-_____.

12. **RESTRICTIONS ON THE USE OF THE HALL**

- a. **ALCOHOL.** Alcohol is permitted only at events organized by District, the Association, members of the Association, and registered non-profit corporations. If alcohol is served at an event at the Hall, Renter is responsible for obtaining any necessary permits or licenses and for compliance with and enforcement of all federal, state, and local laws and regulations regarding the serving of alcoholic beverages. Please note: a liquor license is required to sell alcohol.
- b. **DECORATIONS.** No wall or ceiling decorations are permitted. Renter is responsible for any damage incurred from the use of any decorations.
- c. **OPEN FLAMES.** No open flames, candles, lighters, or other flammable devices or instruments may be used in the Hall.
- d. **CLEANING PROCEDURES.** A copy of District's "Cleaning Procedures" is attached to and incorporated into this Agreement as Exhibit A.
- e. **PROHIBITION ON CHARGING ADMISSION.** Other than with regard to District events or approved Association or non-profit events, no Renter shall charge admission of any kind whatsoever to any event held at the Hall.
- f. **SPECIAL CONDITIONS.** District reserves the right to impose special conditions on the use of the Hall. If special conditions are required, those conditions shall be set forth in writing and attached to this Agreement as Exhibit B.

Special Conditions Required (check if required).

13. This Agreement constitutes the entire agreement between District and Renter, and there are no inducements, promises, terms, conditions, or obligations made or entered into by District or Renter other than those contained in this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the latest date set forth below.

**CORDELIA FIRE PROTECTION
DISTRICT**

RENTER

By: _____

By: _____

Date: _____

Date: _____

Cleaning deposit paid: _____

Address: _____

Check #: _____

Rental fee paid: _____

Home phone: _____

Check # _____

Cell phone: _____

Copy of Driver's License _____

Insurance furnished _____

Deposit refunded date: _____

Amount: _____

EXHIBIT A

CORDELIA FIRE PROTECTION DISTRICT MEETING HALL CLEANING PROCEDURES

- Renter must leave the Hall in the same condition in which they found it at the beginning of the Rental Period. Unless Renter notifies the District Representative otherwise at the beginning of the Rental Period, it will be assumed that the Hall was received by Renter in a clean and orderly condition without noticeable damage.
- **Clean up must be completed during the contracted rental time.** If Renter waits until the end of the Rental Period to clean the Hall, District will charge the two hundred dollar (\$200.00) per hour charge set forth in the Agreement.
- Renter shall provide trashcan liners (45-55 gallon), paper towels, and rags to wipe down the kitchen and bathroom. Brooms, mops, buckets, and spray bottles of cleaning solutions are provided by District and are located outside the back door through the bar entrance.
- Renter shall clean, fold, and stack tables and chairs on storage caddies and return caddies to cabinets. Renter shall make sure tables and chairs are clean and not sticky.
- Renter shall wipe off counters, sweep and mop floors in the Hall, kitchen, and bathroom.
- Renter shall remove all trash from the Hall, kitchen, and bathroom. Renter shall empty trash into the dumpster located in the corner of the parking lot. Renter shall break down all boxes and tie bags and set them next to the dumpster if it is full. Renter shall clean out all garbage cans.
- Renter shall Pick up all trash and debris outside of the Hall (including the street and in front of the residences across from the Hall) and the parking lot and overflow parking lot, if used.
- Renter shall remove all food, beverages, etc. from refrigerator and kitchen.