

Resident _____

La Selva Beach Recreation District
314 Estrella Ave., La Selva Beach, CA 95076
Office: (831) 684-0838 --- Email: manager@lsbrd.org

Application # _____

Non-resident _____

Approved: _____

La Selva Beach Facility Rental Application

This Application is made by the undersigned for the use of the Facilities (Clubhouse & Kitchen) of the La Selva Beach Recreation District "District", as set forth below:

Note: Playground and Courtyard must remain open to public access during events. Renter cannot block library or access between Estrella Ave. and the Florido lawn. Renter must leave a minimum 48" path of travel through the Courtyard at all times.

Applicant/Organization Name: _____

Address: _____ Type of Event: _____

Event Date: _____

Address must be within the District for resident discount (LAFCO Map)

Time In/Out: **10 AM – 10 PM**

Phone 1: _____ Phone 2: _____ Number of Guests: **150 Max**

RENTAL FEES

Facilities rental: \$ _____

Included: Cleaning Fee: \$150

~Rental fees are due a minimum of 30 calendar days prior to the event.

DEPOSIT FEES

Rental Deposit: \$ _____

Rental Lost Key: \$500

~All deposits are due a minimum of 30 calendar days prior to the event, or at time of Application in order to secure event date on the District calendar.

Deposit Return Address (if different from above): _____ Deposit Required: Y / N

Date Deposit Received: _____

Check Cleared: Y / N

Amount of Deposit to be RETAINED: \$ _____

Deposit Refund Sent: Y / N

Amount of Deposit to be REFUNDED: \$ _____

~All fees must be paid by check to LSBRD (note: \$40 fee for Non-Sufficient Funds Check Return)

As part of the Application and Agreement for the rental of District facility(s), Applicant and/or Organization agrees to accept full responsibility for ensuring that all use of District facilities pursuant to this Application shall be in full compliance with the rules and regulations of the County of Santa Cruz and the State of California, and abide by the District rules and regulations set forth in the Agreement.



AGREEMENT

This contract is for the rental of facilities listed in the Application and further described herein, and is made by and between Applicant and/or Organization "Renter", (undersigned and initialed below), and the La Selva Beach Recreation District "District".

Whereas, the Renter's Application # _____ ("Application") is approved and incorporated into this Agreement, including all dates and fees as noted in Application; and

Whereas, the Renter desires to temporarily rent, occupy, and make use of the District facilities and event equipment, **not including the Playground or Florido Lawn**, located at 314 Estrella Ave., La Selva Beach, CA 95076; and

Whereas, the District agrees to such rental, occupation, and use in consideration of certain payments and covenants herein enumerated;

Now, therefore, the parties agree to the following terms and conditions:

1. Deposit fees are due a minimum of 30 calendar days prior to the event, or at time of Application. Deposit check must clear bank deposit prior to event. Returned checks that do not clear the bank deposit is grounds for termination of this Agreement.
2. Rental Fees are due a minimum of 30 calendar days prior to event. Payment must clear bank deposit prior to event. Returned checks that do not clear the bank deposit is grounds for termination of this Agreement.
3. The rental period, as approved on the Application, includes set-up and clean-up for the event. No additional days (before or after the event) will be allowed for set-up or clean-up unless a full event day fee is paid per day of use. Renter may be allowed to use the District Manager's driveway (accessed via Florido Avenue behind Clubhouse) to unload and load items for the event. Use is limited to the half of driveway closest to the Florido lawn.
4. Renter agrees to be solely responsible for any and all liability, claims, loss, damages, costs and expenses, including attorneys' fees, arising out of or resulting from any injury to persons or damage to property which arises out of the use of District facilities. Renter agrees to defend, indemnify and hold harmless the District, its officers, agents, employees and volunteers against any and all claims, demands, causes of action, suits and expenses, arising out of or resulting from their use of the District facilities.
5. Renter shall remove all personal property, trash, and other items that were not present in the facilities and will return District equipment to its original place and in the same condition when Renter took control. Facilities, including the outside areas surrounding the Clubhouse, **must be clean** and completely vacated no later than 11:00 PM the date of the event. Loitering on or near District facilities before or after the use specified in the Application will not be tolerated.
6. Renter is responsible to ensure that no one under age shall be served or consume alcoholic beverages on District property.
7. No smoking or open flames/devices are allowed in the Clubhouse, with the exception of the fireplace. Barbequing may be allowed on District Manager's driveway and all debris, including ashes, must be cleaned up by Renter. All outdoor cooking devices must have absorbent material under them to capture any grease. Renter must supply appropriate firewood for the fireplace and is responsible for cleaning out any ashes after use. **No ashes may be placed in any District garbage receptacles or left on District property.**
8. Renter is responsible to ensure that music, amplified or not, is stopped at **9:45 PM**.
9. Renter is responsible to take all precautions when using kitchen facilities. Only the large refrigerator closest to the Clubhouse and the freezer may be used, Renter will not displace any items already contained within. Renter must supply their own cooking equipment. Light cleaning of kitchen, including sweeping and mopping of floors, shall be done by Renter. Limited supplies, such as broom, mop, cleaning supplies, trash bags, bathroom toilet paper, hand towels and hand soap, will be supplied to Renter by the District.
10. Renter further agrees:
 - a. That no staples, nails, screws, tacks, or similar permanent adhesives will be used to secure decorations. Only tape or putty may be used, and tape/putty must be removed during Renter's cleanup process. Currently installed hooks may be utilized but not displaced.
 - b. To remove all signage (including, but not limited to, parking and directional) placed on District property or in the community.
 - c. To not allow anything be dragged across the floors or outside pavers; or for the piano to be moved.

- d. To replace stage to its original configuration and location if moved; return all equipment used from the storage room to its original place; and replace trash canisters with clean bags.
 - e. To have an adult supervise any children using the playground.
 - f. Not to remove any District property.
11. Upon Renter's completion of their event and clean up, they must ensure that all windows and doors are closed and secured, and return Rental Key(s) to the key drop box, black box in hallway, upon final exit of the facility. Non-return or loss of key(s) will result in a fee of \$500 to re-key the facility.
 12. Upon Renter's completion of their event and clean up, the District shall return to Renter the Deposit minus any amounts deemed necessary to repair damages inflicted upon the facility(s) by Renter and/or Renter's associates, guests, invitees, contractors, and all other persons whatsoever who enter the facility during the rental period, whether or not such persons did so with Renter's knowledge or consent. All rentals will include a minimum cleaning fee of \$150 (already included in Rental Fee). If additional cleaning beyond normal janitorial services is needed, an additional fee of \$50 per hour will be due by Renter, minimum of one hour charge. If additional services are required by a third-party professional/contractor, any invoiced amounts will be deducted from the Security Deposit.
 13. To avoid forfeiture of Deposit, cancellation of this Agreement must be received in writing by the District 30 calendar days prior to the date of event. If cancellation is received less than 30 days, a \$100 processing fee will be retained by the District.
 14. The parties hereto are relieved of any liability if unable to meet the terms and conditions of this Agreement due to any "Act of God", riots, epidemics/pandemics, strikes, government-ordered restriction or cessation of activity, accident, fire, natural disaster, wind or flood, any requirements of law or any act or order which is beyond the control of the party not in compliance; provided that it takes all reasonable steps practical and necessary to effect prompt resumption of its responsibilities hereunder.
 15. Notwithstanding anything in the Agreement to the contrary, District may terminate this Agreement with respect to all or a portion of the facilities at any time for any or no reason upon 30 calendar days' prior written notice to Renter.
 16. If any provision of this Agreement or the application thereof is determined to be invalid or unenforceable, it shall not affect the enforceability of any other provision in this Agreement.
 17. This Agreement will be governed under the laws of the State of California and the venue for any actions arising under or otherwise related to this Agreement or rental shall be brought in the Superior Court of Santa Cruz County, State of California, including the Small Claims Division of said superior court.
 18. Renter acknowledges that the District will charge the appropriate fee(s) set forth in the rental application for any violations of this Agreement, District rules and regulations, or any Local/State/Federal rules, regulations or Laws. Renter acknowledges the reasonableness of such fees and that such fees are not a penalty or forfeiture, and are in addition to any other damages caused by Renter to the facilities.
 19. This Agreement shall become effective when signed by a duly authorized agent of the District.

I have read and agree to the terms of this Agreement, and the rules and regulations of the District pertaining to the use of facilities rented, pursuant to the applications of this Agreement.

*	*	*
Renter's Printed Name	Renter's Signature	Date
Eden Serrano		
District Agent	District Agent's Signature	Date Approved