

CREST COMMUNITY ASSOCIATION RENTAL AGREEMENT (ver-non-cca)

113 North Park Drive, El Cajon, CA 92021

(619)442-7378

www.thecrestsun.com

The undersigned agrees to abide by the following stipulation in renting the premises of the Crest Civic Group, Inc/La Cresta Women's Club/Crest Community Association (hereinafter referred to as the Association), Located in the (County of San Diego), Community of Crest at 113 N. Park Drive, El Cajon, CA 92021. This rental contract is made between the Crest Community Association and the Renter named below. There are no oral agreements or understandings.

Renter/User _____

Mailing Address _____

Phone _____ Alternate Phone (Cell) _____

Email Address: _____ Fax Number: _____

Type of Function _____ Number Attending: _____

Time Period _____ a.m./p.m. until _____ a.m./p.m. _____ Total hours

Caterer Name & Phone _____

I – Fee Schedule for Non CCA Members

Non-Crest CCA Members	Mon-Thu	Fri/Sun	Saturday	
*Rental of Hall	\$50/hr (2 hr min)	\$75/hr (2 hr min)	*\$500 (6 hours)	_____
Overtime			\$150 hr(over 6 hrs)	
Security /Cleaning Deposit				<u>\$275.00</u>

TOTAL RENTAL FEES \$ _____

Total Deposit Due at Signing of Contract

Balance Due Thirty (30) Days Prior to Event
(\$50.00 charge will be deducted from Security Deposit if Balance due is late) \$ _____
Date Received _____

If event is cancelled less than 30 days prior to event, no refund of money will be given.

*One hour before and after will be provided at no cost for set-up and cleanup

II Conditions

A. The rental fee includes the use of the tables, chairs, coffee maker, stove and refrigerator located within the building. Only that furniture and those objects specifically designed within the premises shall be used by the renter. The renter is free to bring in items as long as they are removed at the conclusion of the rental period and do not cause damage to the premises.

How many: Tables _____ Chairs _____ Initial _____

B. A security deposit of shall be required at the time that the rental agreement is signed and shall be returned to the renter, in the judgment of the Association or the designated representative thereof, the premises have been so restored and any damages either repaired or fair compensation received. The Association reserves the right to retain the security deposit or any portion thereof when, in the opinion of

the Association, damage has been sustained to the premises or they have not been adequately restored to their original condition Renter's Initials _____ Date _____

- C. **Bad Checks:** Renter further agrees to pay a service charge of **\$25** to cover the bank charges incurred, regardless of the cause. **Keys:** If keys are lost there will be a charge to cover replacement. If the building needs to be rekeyed, the cost will be passed on to renter. Renter's Initials _____ Date _____
- D. Caterers must be licensed, insured and bonded. Renter must provide this information to the Rental Chairperson prior to the Event. Caterers must furnish proof of liability insurance in the amount of (\$1,000,000), naming Crest Community Association (Crest Civic Group) as an additional insured. Renter's Initials _____ Date _____
- E. Liability Insurance: Renter will provide evidence that there is, during Hours of Use, in full force and effect, liability insurance in the amount of \$1,000,000, naming Crest Community Association as an additional insured.
Renter's Initials _____ Date _____
- F. The Event must end no later than 10:00 p.m. with all music and activities concluded.
- G. Due to the residential area, noise volume must comply with the San Diego County Code Noise Ordinance, which specifies sound limits. No speakers (amplified music) can be placed on the patio or facing outside the Clubhouse entrances.
- H. All Fire Ordinances must be obeyed at all times. No smoking is allowed inside the clubhouse. Do not block any exits. No tiki torches allowed on premises. **The maximum building capacity is 112 people.**
- I. The renter has sole responsibility to obtain the appropriate permits and insurance for the use of the alcoholic beverages from the Alcohol Beverage Control. License must be attached to this agreement prior to the date of the Event. No Party License will be required provided the following conditions are fulfilled:
- No money is charged for the event, food, or beverages.
 - The event is by invitation only.
- J. Keg Beer must be kept on the back patio. Keg beer is not allowed in the Clubhouse. No drinking games or drinking apparatus are allowed on the premises. No minors shall be served alcohol or allowed to consume alcoholic beverages on the premises.
- K. Decorations must comply with San Miguel Fire Ordinances and must not be fastened or taped to the walls, draperies, blinds, or floors. Renter may not apply compounds of any kind, including wax, to the floor. Only glass enclosed candles are permitted. No confetti, birdseed, or rice, may be used at any time. Battery operated candles, hurricane chimneys or floating candles are acceptable. Candles must be pre-approved.
- L. Any damage to the Crest Community Clubhouse and/or its property shall be the direct responsibility of the Renter. This includes any damage caused by any service hired by the Renter. Renter shall leave the premises, equipment, and furnishings of Owner in as good condition and repair as received in a clean, neat, and orderly condition.
- M. The Clubhouse kitchen facilities may only be used for warming, refrigerating, and serving food. Renter must provide their own ice, containers, plates, eating utensils, and linens.
- N. No equipment is to be taken off the premises.
- O. The Clubhouse must be properly lighted at all times.
- P. All property belonging to the Renter must be removed from the premises immediately following the conclusion of the Event, unless other mutually acceptable arrangements have been made with the Rental Chairperson prior to the Event. Removal of any Renter property must not violate the city's Noise Ordinance.
- Q. Cleanup and proper disposal of litter and debris generated by the Renter is the Renter's responsibility. Caterers are responsible for removal of refuse from the premises. You may not dispose of refuse in Nancy Jane Park.
- R. This agreement covers only the Clubhouse and patio area. The grass area across from the Clubhouse is part of the Nancy Jane Park and any use of that property must comply with the San Diego Park and Recreation. Nancy Jane Park is an alcohol free area.
- S. Any conditions not mentioned in this agreement must be arranged through the Rental Chairperson of the Crest Community Association.

T. Crest Community Association has the right to terminate the Event in case of excessive noise, overcrowding, or any other potentially dangerous situation.

Applicant has received, reviewed and fully understands the Policies and Regulations for the use of the Facility. I hereby release, waive, discharge and covenant not to sue Crest Civic Group, Inc, its officers, and volunteers from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or relating to any loss, damage, or injury, including death, that may be sustained by me while participating on the premises. I voluntarily assume full responsibility for any property damage or personal injury, including death.

Applicant has inspected the CCA property or premises proposed for use and has determined the renter and any and all persons attending at the premises and grounds shall hold harmless the Association and its members for any liability resulting from the use or occupation of the premises by the renter during the rental period.

Renter's Signature

Date

Name Printed: _____ Title: _____

Crest Civic Group, Inc/ Crest Community Association Authorized Signature

Date

(ver non-cca)2/9/09

**CREST CIVIC GROUP, INC
CLUBHOUSE RULES AND REGULATIONS
CHECK LIST**

The following must be completed prior to returning clubhouse keys. Any item not completed will result in an additional charge being deducted from your cleaning and/or security deposit.

THE RENTER, MUST BE IN ATTENDANCE THE ENTIRE TIME THE CLUBHOUSE IS BEING USED.

	Fee charged for non-compliance
1. All floors swept and mopped.	\$10.00
2. All tables and chairs wiped off.	\$10.00
3. All tables and chairs to be returned to storage areas, all furniture taken outside returned to the inside of the clubhouse.	\$10.00
4. All counter tops wiped off and any spillage on the walls.	\$10.00
5. Refrigerator, sink and stove and oven cleaned.	\$10.00
6. Trash cans emptied in appropriate outside trash cans. Replace trash can liners.	\$ 5.00 per bag
7. Porches and patios swept and hosed off if necessary.	\$10.00
8. Area around clubhouse cleaned.	\$10.00
9. Bathroom cleaned.	\$10.00
10. Furniture in proper arrangement (if applicable.)	\$10.00
11. STOVE AND OVEN TURNED OFF	\$20.00
12. AIR CONDITIONER AND HEATER TURNED OFF	\$50.00
13. All doors and windows closed and door locked and fence locked.	\$10.00
14. Dump ice in the sink or in the garden area (not on grass)	\$10.00
15. Notify the PERSON IN CHARGE if you have rental tables and chairs that won't be picked up before 9:00 a.m. the following day.	\$10.00

BROOMS AND MOPS AND CLEANING RAGS ARE STORED IN THE CLOSED OFF THE KITCHEN AREA.

TACKS, NAILS, OR OTHER HANGERS INCLUDING TAPES, ARE NOT TO BE AFFIXED TO ANY WALLS INSIDE OR OUTSIDE OF THE BUILDING.

Additional clean up required by the CCA will be charged back to your deposits \$35.00 per hour
Keys must be returned no later than 12:00 p.m. the following day \$10.00 per day

I have read and received a copy of the rules and regulations check list for the clubhouse and understand my responsibilities.

Authorized tenant

Date.

Date: _____

Please note that all Renters must meet with _____ our Contract Manager, two weeks prior to your event. This form must be completed and given to him at this time.

Contract Manager:

1. Renter/User _____

2. Type of Function _____

3. Date of Function _____

4. Estimated attendance _____

5. Time Period of Function _____

6. Contact person during function _____

7. Contact person's cell number _____

8. Set-Up Arrival time _____

9. Caterer & Arrival Time _____

10. Flowers & Arrival Time _____

11. Cake & Arrival Time _____

12. DJ/Band & Arrival Time _____

13. Responsibility Checklist:

___ Decoration plan (Complies with restrictions set forth in contract)

___ Tables & Chairs (Reviewed picture when breaking down)

___ Noise Ordinance (Resident Manager has explained ordinance)

___ Clean-up (Resident Manager has explained trash and ice removal)

___ Caterer has been informed that all recyclables (glass bottles, aluminum cans, etc.) must be disposed at the recycling bin and not in our trash cans.

Best Wishes for a lovely event from The Crest Community Association

Do not send this page with your contract.