

## **Rental Facility Agreement – For renter to sign and receive copy of.**

*Thank you for choosing the Agua Hedionda Lagoon Discovery Center for your event.*

Type of event: \_\_\_\_\_ Helper? Yes   No

Area of event: \_\_\_\_\_

Time arriving at D.C.: \_\_\_\_\_ Time of party: \_\_\_\_\_ Time leaving: \_\_\_\_\_

How many people: \_\_\_\_\_

Booked by (Member Name): \_\_\_\_\_

Method of payment: \_\_\_\_\_ (must leave C.C. on file)

Catering services will be provided by (if applicable): \_\_\_\_\_

Additional rental items will be provided by (if applicable):  
\_\_\_\_\_  
\_\_\_\_\_

Your on-site contact: Samantha Richter

E-mail Address: [samantha@aguahedionda.org](mailto:samantha@aguahedionda.org)   Phone (cell): 760-710-9177

### **BILLING INSTRUCTIONS**

Payment to be made by cash, credit card or check made out to the Agua Hedionda Lagoon Foundation (also called AHLF in this Rental Contract). Complete payment, signed Rental Agreement, Initialed Checklist or pricing and initialed checklist of closing is due no less than one week prior to the event. Payment in full is required two weeks prior to the start of the event.

### **CONTRACT CANCELLATION POLICY**

If an event must be cancelled prior to two weeks, the membership is non-refundable. If it is canceled within two weeks, the full payment is non-refundable. In the months of June and December, a 50% non-refundable deposit will be taken upon reservation of the date in addition to the membership. Given more than two weeks' notice, this 50% deposit taken can be moved to another date (it is still nonrefundable). If AHLF receives advanced notification of cancellation, events can be rescheduled to avoid forfeiting deposit.

I have read the above Rental Contract as well as the Rental Contract Terms and Conditions contained on the attached pages and agree to fully abide by all such terms and conditions, all of which are considered part of this Rental Contract.

## Facility Rental Terms and Conditions

1. All rental contracts must be signed by the renter or by an authorized representative of the renter even if the renter is a firm, company, or organization, and returned to AHLF along with the deposit and or membership.
2. Payment in full is required at least two weeks prior to the start of the event.
3. If the renter must cancel an event, only the membership is **non-refundable if cancelled prior to two weeks**. If cancelled within two weeks, the entire payment is nonrefundable. In the months of June and December, a 50% non-refundable fee is taken at time of reservation. If AHLF receives notification of cancellation, events can be rescheduled to avoid forfeiting the deposit.
4. Food, beverages and catering services are permitted to be brought into the AHLF facility, but the company and service must be told ahead of time to staff. **Caterers are not permitted to enter the facility or start setting up before the rented time of event.** Caterers must abide by the no Styrofoam™ policy.
5. No Styrofoam™ products will be allowed. A \$50 fine will be applied to the credit card on file if used on site
6. No glitter, confetti or rice is allowed. A \$100 fine will be applied to the credit card on file if used on site
7. Trash, Recycling and Organics were not sorted correctly or dumpster was overfilled to where lid could not close. A \$100 fine will be applied to the credit card on file.
8. No dumping of anything is permitted in our garden (sensitive habitat).
9. The renter shall be always responsible for the appropriate conduct of its guests while on AHLF property.
10. The AHLF facility is NOT responsible in any manner for damage, destruction, or loss of any property or other items occurring prior to, during, or following any event
11. The renter is always responsible and shall reimburse the AHLF facility for any damage, loss, injury, death or other liability of any nature whatsoever to people or property incurred by the AHLF facility or by the renter or any of the renter's guests or any other persons or organizations contracted by the renter to provide any service, food, entertainment, or goods before, during, or following the event. The renter agrees to defend, indemnify, and hold harmless AHLF, its directors, employees, agents, and contractors from and against any such claims, demands, suits, damages, liability, costs, and expenses (including reasonable attorney fees) incurred in connection with such damage, loss, injury, death or other liability, or by reason of the breach of this Rental Contract, or by reason of any breach by renter of its contract with a caterer or provider of music for the event.
12. The renter is fully responsible for all arrangements and any contract entered into with any musician, musical group, or other provider of music. The renter is responsible for following noise ordinance.
13. Delivery and pick up of all special equipment brought into the AHLF facility are the sole responsibility of the renter. **Set up of equipment may take place during the rented time of the facility ONLY. Outside deliveries will only be accepted before rented time or held overnight upon advance notice and charged \$50 fine.**
14. Fines may be charged to the renter if items on the closing checklist are not completed
15. A CC # must be put on file at time of agreement to allow for extra fees to be charged should the party run longer than scheduled or maintenance/cleaning fees need be applied.
16. AHLF always reserves the right to inspect and monitor all public and private events.
17. AHLF's obligation to make the facility available will be relieved if anything outside of its control prevents the facility from being available at the date and time scheduled for the event. This includes such occurrences as natural disaster, fire, destruction, war, governmental order, quarantine, or other forces or events outside of AHLF's control. If such a thing occurs, AHLF will refund the renter's deposit and fee already paid in full but will have no other liability on account of such cancellation or unavailability of the use of its facility.
18. The AHLF facility has a non-smoking policy, for all guests including caterers and musical entertainers

**Note:** A tentative hold will be placed on a date until the deposit fee is received or membership applied. If another party is interested in booking that date, you will be contacted where you are in the decision-making process and given 24 hours to make payment.

Renter's Signature: \_\_\_\_\_

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

Staff Signature: \_\_\_\_\_

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