



## RENTAL APPLICATION AND CONTRACT

Renters Name: \_\_\_\_\_

Renters Address: \_\_\_\_\_

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

Phone: \_\_\_\_\_ Start Time: \_\_\_\_\_

Email: \_\_\_\_\_ End Time: \_\_\_\_\_

Type of Event \_\_\_\_\_ Number to Attendance: \_\_\_\_\_

**THE HALL MAXIMUM OCCUPANCY IS 125 PEOPLE**

This Event Contract is made by and between the Hessel Community GUILD (“GUILD”) and \_\_\_\_\_ (Renter) for rental of the Hessel Guild Hall, located at 5400 Blank Rd., Sebastopol, California

RENTAL FEE: \_\_\_\_\_ hours x \$70.00 and/or \_\_\_\_\_ Special weekend rate (\$800.00)

INITIAL DEPOSIT (50%) \$ \_\_\_\_\_ (due upon signing contract, to secure date)

CLEANING DEPOSIT \$ \_\_\_\_\_ (due 10 business days before Event)

INSURANCE LIABILITY COVERAGE \_\_\_\_\_ (due 10 business days before Event)

FINAL PAYMENT: \$ \_\_\_\_\_ (due 5 business days before Event)

**Deposits and Payment:** After the initial deposit is received, the remaining 50% of the Rental Fee (shown as the “Final Payment”) will be due 5 business days prior to the event date. Payments shall be in the form of check or cash. RENTER will also be responsible for GUILD’S cost and attorney’s fees if it becomes necessary to pursue legal action to enforce this contract.

**Cancellation Policy:** Should the RENTER cancel the event within 4 weeks prior to the event date, 90 percent of the booking fee will be returned; fewer than 4 weeks, 100 percent of the booking fee will be forfeited. If the RENTER cancels the event fewer than five days before the event date, the total rental fee will be forfeited.

**Cleaning Deposit:** \$500.00 due upon payment of final rental fee. Cash or check accepted. Personal checks will be deposited into the Hessel Community Guild account before rental event date. Cleaning deposit will only be refunded if premises are left as found prior to rental.

**Décor:** *RENTER shall not affix or attach anything to the walls, floors or ceiling that will cause damage to the floors, walls or ceiling upon removal.* All décor, promotional materials, supplies and rental equipment must be removed immediately following the event. GUILD is not responsible for any remaining items. GUILD cannot provide staff, carts or hand trucks to move or set up equipment and does not have any available storage.

**Printed Materials and use of GUILD name:** any use of the GUILD name and/or logo in connection with RENTERS event, other than as an indicator of the location of the event, must be submitted for pre-approval. Note: the use of the GUILD name or the GUILD logo should not suggest the GUILD is sponsoring, endorsing, or hosting the event.



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**Rules:** RENTER agrees to fully comply with the following rules and regulations for its event:

- a) RENTERS event will be conducted in an orderly manner, confined to the space rented, and schedule agreed upon. RENTER agrees to fully vacate the facilities by no later than the End Time specified in this contract. If the event time extends beyond the scheduled End Time, an overtime charge will be billed. ***All events must conclude by 10:00 p.m.*** GUILD reserves the right to exclude any and all objectionable persons from an event, without liability, and may exercise this right in its sole and absolute discretion.
- b) RENTER will be financially responsible for any and all damages to the facility or any property, furniture, fixtures, furnishing, or equipment situated therein, caused by RENTER or RENTER’S invitees or guests, or in any way arising out of the event.
- c) ***All entertainment outdoors on the grounds must conclude by 8:00 p.m. All entertainment inside the facility must conclude by 9:50 p.m.***
- d) RENTER will comply at all times with the attached Standing Rules for the Use of the GUILD Hall.

**Contingency:** in the event that GUILD is unable to provide the facility rented, GUILD shall forthwith return RENTER all deposits paid by RENTER, and upon such payment, the Contract shall be considered fully and finally terminated, and all parties to the Contract shall be released from any further obligation or liability.

**Indemnification:** RENTER shall indemnify and hold GUILD harmless from any and all claims of liability for any injury or damage to any person or property arising from RENTER’S use of the premises, or from the conduct of RENTER’S event, or from any activity, work or thing done, permitted, suffered by RENTER in or about the premises or elsewhere (hereafter “claims”) except claims resulting or arising from the gross negligence of GUILD. RENTER shall further indemnify and hold GUILD harmless from and against any and all claims arising from any breach or default in the performance of any obligation on RENTER’S part to be performed under this Contract or arising from any negligence of RENTER or RENTER’S agents, contractors or employees and from and against all costs, attorney fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon. In the event any action or proceeding is brought against GUILD by reason of any such claim, RENTER upon notice from GUILD shall defend same at RENTER’S expense by counsel satisfactory to GUILD. RENTER as a material part of the consideration for the use of the GUILD Hall hereby assumes all risks of damage to property or injury to persons, in, upon and about the premises arising from the event and RENTER hereby waives all claims in respect thereof against GUILD except claims resulting or arising from the gross negligence of GUILD.

**Insurance:** RENTER shall, at RENTER’S expense, procure and maintain at all times during the term of the event, a policy of public liability insurance insuring GUILD and HOST against any liability arising out of the ownership, use, occupancy or maintenance of the premises. Such insurance shall be no less than **One Million Dollars (\$1,000,000.00)** combined single limit of liability for Bodily Injury and Property Damage, naming GUILD as an “additional insured” and the insurance carrier (s) must have an A.M. Best Rating of A. VII or higher.

***Certificate of insurance must be submitted to GUILD 10 business days prior to the event.***

**Authorization:** if this contract is signed in the name of a corporation, partnership, association, club or society, the person signing represents and warrants to GUILD that he/she is fully authorized to sign this Contract, and in the event that he/she is not so authorized, he/she will be personally liable for the faithful performance of this Contract.

***Please sign this Contract and return to GUILD a fully executed copy along with the initial deposit.***

RENTER’S NAME	Hessel GUILD Representative
Name: _____	Name: _____
(Print name)	(Print name)
By: _____	By: _____
(Authorized signature)	
Date: _____	Date: _____