

CREST COMMUNITY ASSOCIATION RENTAL AGREEMENT (Effective 8/1/23 Rev. 8/20/23)

113 North Park Drive, El Cajon, CA 92021

Rental Manager contact: queenieglass@gmail.com

Renter/User Name: _____

Mailing Address _____ City _____ Zip Code _____

Phone _____ Alternate Phone (Cell) _____

Email Address: _____

Type of Function _____ Number Attending: _____

Maximum building capacity is 112 people. (See last page for table/chair inventory)

Date _____ From: _____ a.m./p.m. until _____ a.m./p.m. _____ Total hours*

<p>Friday through Sunday*</p> <p><i>Holidays (Christmas Eve/Christmas, Thanksgiving, Halloween, New Year's Eve/New Years, Memorial Day, Labor Day, Easter)*</i></p> <p>CCA Member Discount (Must have active membership 3 months prior to rental request) Member name: _____</p> <p><small>*If you require additional set up time, will be charge by the hour</small></p>	<p>\$350</p> <p>\$400</p> <p>- \$ 50</p>	<p>\$ _____</p> <p>\$ _____</p> <p>Deduct \$_(_____)_</p>
<p>Weekday Rental Monday-Thursday</p> <p>No CCA membership discount for weekday rentals</p>	<p>\$200</p>	<p>\$ _____</p>
<p>\$200 Security/Cleaning Deposit –</p> <p>Check/cash will be deposited and reimbursed upon satisfactory inspection of clubhouse.</p>		<p>\$200</p>
<p>\$85 Non-refundable Cleaning</p> <p><u>Renters</u> remain responsible for removal of all decorations, trash/replace liners, removal of kitchen debris and leftovers, return of tables, chairs and clubhouse furnishings to original position. <u>Cleaning service</u> is responsible for mopping floors, scouring bathrooms and kitchen See last page for itemized additional cleaning fees charged for non-compliance.</p>		<p>\$85</p>
<p>Total Rental Fees</p> <p><i>Event will be reserved when contract is signed/Booking fee paid. View Section Z for cancellation terms</i></p>		<p>\$ _____</p>
<p>BOOKING FEE IS REQUIRED TO SECURE DATE (part of rental fee)</p>		<p>\$ (200)</p>
<p>BALANCE DUE – 20 DAYS PRIOR TO EVENT</p>		<p>\$ _____</p>

PLEASE READ SECTION I "INSURANCE REQUIREMENTS" CAREFULLY

I. Insurance requirement for Clubhouse Rental:

Insurance Requirements – Renter must 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 additional insured. There are several ways to obtain the required insurance:

A. You may contact your own homeowner’s insurance agent and request this rider for your event. Depending on your coverage, they may give it to you for free, provide it for an additional charge, or may not cover it and ask you to obtain the insurance from a special event insurance company.

B. There are several online insurance companies that provide this service. Depending on the event, and whether or not you are serving alcohol, the cost typically starts around \$100 for an event. Just google “event insurance in San Diego”.

C. Proof of insurance is due 20 days prior to event.

II. Conditions

A. The rental fee includes the use of the tables, chairs, coffee maker, stove and refrigerator located within the building. Only the furniture and those objects specifically designated 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.

Renter’s Initials _____ Date _____

B. A non-refundable cleaning fee is required 20 days prior to event. The Association reserves the right to increase the cleaning fee for excessive cleaning requirements @ the rate of \$50.00 per hour if necessary to return the facility to the original condition prior to the event as per the opinion of the Association as shown on the rental checklist below. NOTE: Final payment is due 20 days prior to event. If payment is not received, booking will be cancelled

Renter’s Initials _____ Date _____

C. A Security Deposit shall be required 20 days prior to event 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 as shown on the rental checklist below.

Renter’s Initials _____ Date _____

D. A Booking Fee is required at the time the rental agreement is signed to secure event date. This is deducted from the total rental fee. See section Z for cancellation fees and portion of booking fee to be returned at time of cancellation.

Renter’s Initials _____ Date _____

E. Caterers must be licensed, insured and bonded. Renter must provide this information to the Rental Manager 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

Caterer's Name and Phone

Renter's Initials _____ Date _____

F. Bad Checks: Renter further agrees to pay all service charges to cover the bank charges incurred, regardless of the cause.

Renter's Initials _____ Date _____

G. Keys: If keys are lost, renter will be charged cost to cover replacement. If the building needs to be rekeyed, the cost will be passed on to renter.

Renter's Initials _____ Date _____

H. **The Event must end no later than 10:00 p.m. with all music and activities concluded.** 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.

Renter's Initials _____ Date _____

I. 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.

Renter's Initials _____ Date _____

J. The renter has sole responsibility to obtain the appropriate permits and insurance for the use of the alcoholic beverages from the Alcohol Beverage Control (ABC). License must be attached to this agreement prior to the date of the Event.

Renter's Initials _____ Date _____

K. No Party License from ABC will be required provided the following conditions are fulfilled:

a. No money is charged for the event, food, or beverages.

b. The event is by invitation only.

Renter's Initials _____ Date _____

L. 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.

Renter's Initials _____ Date _____

M. Decorations must comply with San Miguel Fire Ordinances. **NO TACKS, NAILS, OR OTHER HANGERS INCLUDING TAPES, ARE NOT TO BE AFFIXED TO ANY WALLS INSIDE OR OUTSIDE OF THE BUILDING.** Renter may not apply compounds of any kind, including wax, to the floor. No open flames are permitted. **No confetti, glitter, hay(straw), birdseed, or rice, may be used at any time. Battery operated candles are acceptable.**

Renter's Initials _____ Date _____

N. Do not secure tents/pop-ups to artificial grass with spikes.

Renter's Initials _____ Date _____

O. 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 Clubhouse in as good condition and repair as received in a clean, neat, and orderly condition.

Renter's Initials _____ Date _____

P. 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.

Renter's Initials _____ Date _____

Q. No equipment is to be taken off the premises.

Renter's Initials _____ Date _____

R. The Clubhouse must be properly lighted at all times.

Renter's Initials _____ Date _____

S. 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 Manager prior to the Event. Removal of any Renter property must not violate the city's Noise Ordinance.

Renter's Initials _____ Date _____

T. Cleanup and proper disposal of litter and debris generated by the Renter is the Renter's responsibility. Renter must empty all trash containers and place trash in the back area. No TRASH in the GREEN or BLUE containers. CCA is responsible for trash disposal from there on regular trash collection days. Caterers are responsible for removal of excess catering refuse from the premises. **Renter may not dispose of refuse in Nancy Jane Park.**

Renter's Initials _____ Date _____

U. 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. Be courteous when leaving your event as this is a residential area. Do not leave car headlights on in parking area as it disturbs the neighbors.

Renter's Initials _____ Date _____

V. Any conditions not mentioned in this agreement must be arranged through the Rental Manager of the Crest Community Association.

Renter's Initials _____ Date _____

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

Renter's Initials _____ Date _____

X. Rental should take place within the gated area of the clubhouse

Renter's Initials _____ Date _____

Y. The balance of the rent, security deposit and cleaning fee, along with proof of insurance is due 20 days before the event. If payment is not received, booking is not confirmed and will be cancelled.

Renters Initials _____ Date _____

Z. Cancellation of the event mentioned shall be agreed on as:

Rental/cleaning/security fees and booking fee returned if cancelled 20 days prior to event.

Rental/cleaning/security fees and 1/2 booking fee returned if cancelled 7 to 19 days prior to event.

Rental/cleaning/security fees returned if cancelled within seven days of event. Booking fee will not be refunded.

Renters Initials _____ Date _____

AA. The Renter/Signer of the Contract must be in attendance during the entire event @ the clubhouse. The Renter/Signer of the Contract must be the signer of the check (or VENMO) for the rental agreement.

Renters Initials _____ Date _____

The undersigned agrees to abide by the following stipulation in renting the premises of the Crest Civic Group, Inc/La Crest 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.**

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 Community Association (Crest Civic Group, Inc/La Cresta Women's Club), 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 or invited guests 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

Crest Community Association Authorized Signature / Title

Date

AFTER EVENT CHECK LIST REMINDERS

The following must be completed prior to returning clubhouse keys. Any item not completed will result in an addition charge of \$50.00 per hour as required to return the clubhouse to proper condition.

Additional cleaning Fee charged for non-compliance

1. All tables and chairs wiped off and accounted for and returned to original storage location.
Replacement of broken items will be at current cost.
Tables:
 - 4' = 2
 - 6' = 7
 - 8' = 4
 - round tables = 4Chairs:
 - Folding chairs = 35
 - Green chairs = 33
2. Trash cans emptied in appropriate outside trash cans. **DO NOT PUT TRASH IN GREEN/BLUE CONTAINERS.** Replace trash can liners (liners provided by CCA and located in kitchen).
3. Porches and patios swept and hosed off if necessary.
4. Area around clubhouse cleaned.
5. Debris should be swept off from floors (do not mop- will be completed by cleaner)
6. Furniture in proper arrangement (if applicable.)
7. All doors and windows closed and door locked and fence locked.
8. Dump ice in the sink or in the garden area (not on grass)
9. Notify the RENTAL MANAGER if you have rental tables and chairs that won't be picked up before 9:00 a.m. the following day.
10. STOVE AND OVEN TURNED OFF (\$20.00)
11. AIR CONDITIONER AND HEATER TURNED OFF (\$50.00)
12. **PUT CLUBHOUSE KEYS IN CCA MAILBOX in front of Clubhouse (113 North Park).**

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

Signature of Renter: _____

Date: _____