

St. George Greek Orthodox Christian Church

401 Truxtun Avenue, Bakersfield Ca, 93301

Tel (661) 325-8694

Rental Agreement (Agreement)

This contract confirms arrangements between St. George Orthodox Christian Church ("Church") located at 401 Truxtun Avenue, Bakersfield, CA. 93301 and ("Client") for the use of the Church hall ("Hall") designated here at the Church on the date, time, and place (the "Event") as specified in this contract. The use of the Hall includes all parking areas, and the front porch as owned by the Church ("Church Grounds").

1. Security Deposit (deposit): A **\$300.00** security deposit is required to reserve the Hall for an Event on a specific date. No date will be reserved until the Church has received the deposit and such deposit has cleared the bank and this signed contract has been completed. You must cancel the event 10 days in advance to receive your security deposit back. The security deposit will be applied toward the rental fee.

2. Cleaning Deposit: A **\$500.00** cleaning deposit is required in addition to the hall rental fee. (Example...a Saturday rental is \$1200 plus the \$500.00 cleaning fee for a total of \$1700.00). The deposit may be returned in whole or in part, depending upon the condition of the facility at the conclusion of the event. Client agrees that the Church's sole determination as to the extent and cost of any damages shall be binding and conclusive for all purposes. The amount of the deposit does not constitute a limitation upon the Client's liability resulting from the event. Refunds will include with an itemized statement listing deductions and will be mailed to the Client at the address appearing on this contract (See Article 6). **The hall must be completely cleaned and returned to its normal state by the end time listed in the contract.**

3. Security Guards: The Church will provide security guards during the Event, which will be paid for by the Client. Depending upon the size and type of event, the Church, in its sole discretion, may provide additional guards for which an additional cost may be required. This cost shall be determined by the Church, and included in any itemization of damages sent to the Client, pursuant to Paragraph 1 hereof. Said cost shall be the sole responsibility of Client and may be an additional charge. These charges will be collected prior to the date of the event.

The Church neither accepts nor assumes any liability for damages, theft or loss of any kind occurring before, during or after the event, whether occurring in the hall or on the Church Grounds.

Furthermore, the Client understands the security guards are independent contractors and that the Church accepts no liability for their actions or omissions. The security guards will be instructed and prepared to minimize disorderly conduct.

Security personnel and/or the Church's designated representatives will be present and monitor all activities at the event, including noise levels, which must remain within the limits, set by the City of Bakersfield. In addition, the Client and its guests are expected to obey all local, state and federal laws. The violation of this section or any other may result in the termination of the event at any time before or during the event, at the discretion of the Church.

Guards: Minimum, 1 per 100 guests; 2 per 100-150 guests; 3 per 150 or more guests.

4. **Liability Insurance:** The Client is responsible for providing liability insurance for the date of the event with a minimum coverage of \$1,000,000.00. This will be paid for by the Client.

5. **Final Payment.** The balance of all sums due and owing shall be paid no later than thirty (30) business days prior to the Event. Payment is to be in the form of cash, cashier's check, or money order, made payable to *St. George Greek Orthodox Church*. Failure to pay the balance as set forth may result in the cancellation of the event and forfeiture of the security deposit. Any losses, damages or costs resulting from the cancellation of an event for reasons of non-payment shall be the sole responsibility of the Client but shall be expressly limited to the amount of the deposit.

6. **Rules and Regulations.** It is understood that the Client is responsible for assuring that all guests, vendors, contractors and caterers working or attending the event will comply with these and any other Church policies, which apply to this Event. The Client agrees to a final walk-thru and inspection at the end of the Event and agrees to accept the final Event Walk Thru Report (See Exhibit 1) as completed by the Church.

In an attempt to maintain a clean, safe and secure environment, Client agrees to comply with the following Rules and Regulations established by the Church:

a. **Decorations**

- Only flame retardant plants, trees, displays, etc. may be used inside the Hall.
- Proof of flame retardancy must accompany each item.
- The use of paper streamers, confetti, or other similar paper products is prohibited.
- Dirt, sand, sod, rocks, pebbles, grit, glitter, or any other such products are prohibited.
- Nothing may be taped, pasted, nailed, or otherwise attached to the walls, ceilings or floors.
- String or pipe cleaners may be used to attach decorations if the use of these materials does not cause damage or mark the Hall in anyway. You must remove these materials at the end of the Event.

b. **Audio Visual**

- No smoke or fog machines may be used inside the Hall.
- No pyrotechnics of any kind are permitted.
- Only stand alone types of portable light fixtures, speakers, projection screens, camera stands, etc. may be used and no equipment may be attached or affixed to walls, ceilings, doors, or floors.
- The Church's electrical supply is limited. Contact the Office Manager if you think you might require special power requirements.
- Music must stop fifteen minutes prior to the end of the Event.

c. **Caterers / Kitchen**

- In the event that Client will use a caterer, the use of the Kitchen in the Hall is restricted to Church approved caterers only. **Please contact the Church office at least thirty (30) days before the Event for a listing of the approved caterers.** All trash must be placed in the dumpster located outside, behind the kitchen.
- All grease and cooking oils must be taken away by the Client, and/or his agents, invitees, or other independent contractors. **The dumping of grease and oils is prohibited in any sewer or drain.**

d. Alcohol Use

- All California Alcoholic Beverage Control laws (ABC) governing the serving of liquor must be strictly adhered to. The Client must obtain a “Special Daily License” (License) from the ABC if required.

The License must be delivered to the Church Office 10 days prior to the Event. Client understands and agrees that the failure to obtain and provide License 10 days prior to the Event will result in termination of this Agreement, and a forfeiture of the deposit. No one under 21 shall be served or allowed to consume liquor at any time on or around the Church grounds. Drunkenness is not permitted. The Church reserves the right to close down the bar at any time. The service of alcohol shall cease sixty (60) minutes prior to the end of the Event.

- The Church strictly prohibits the sale or consumption of any alcoholic beverage outside the Hall or on the Church Grounds. This applies to both open as well as closed containers. All alcoholic beverages must be consumed in the Hall only, and the Church Grounds must be free from alcohol containers or consumption.

e. Additional Items

- Set-up time is three hours prior to the scheduled Event starting time. More time may be available under certain circumstances for an additional charge. Call the Church office if there are any questions.
- The rental fee is based upon the contracted Event time. Additional hours may be purchased depending upon availability.
- Rental items must be picked up immediately upon conclusion of the event.
- Smoking inside the Hall is prohibited.
- Children must be supervised at all times.
- No chewing gum is allowed inside the Hall.
- No weapons (i.e. guns, knives, pepper spray, batons, etc.) of any kind are allowed inside or outside the Hall.
- No open flames of any type are allowed inside the Hall.
- Sterno may be used for the sole purpose of keeping food and beverages warm.
- Any activities which have a high probability of causing damage (such as indoor sporting events) are not permitted.
- Gambling is not permitted.
- Events open to the public or where tickets are sold at the door is not permitted. The maximum capacity of the Hall is 400 guests for a banquet event or 600 for an assembly function.
- Blocking exits, fire exits, or driveways is strictly prohibited at all times.
- Prior to the receipt of a deposit and signed contract, the Church reserves the right to increase fees at any time. Any reservations made more than one (1) year in advance may be subject to yearly rate increases as published and approved by the Parish Council. Some days are considered “premium rate days”, which are subject to increased charges. For example, New Year’s Eve is a “premium rate day” and requires a 10% higher rate than normal. The Office Manager will advise you if you are renting on a “premium rate day”.
- If Client anticipates guests arriving to the Hall after 10:30 p.m. for the Event, Client shall provide to the Security Guards a list of those Guests or those guests will be denied access to the event.

- No loitering shall be permitted anywhere on the Church Grounds outside the Hall. Any such individuals determined to be loitering shall, at the sole discretion of the Church and/or its Guests, be subject to removal from the Church Grounds.
- No glass of any type will be permitted in the Hall or glass bottles, cups, tumblers, shots glasses etc.

Failure to abide by the rules and regulations as set forth by this Contract is cause for immediate termination of the Event and the incurring damages, the loss of the full deposit, rental fees, together with any other damages that accrue as a result of the failure to comply with the rules and regulations. For fines regarding any of the above along with other matters, see Article 8.

7. Indemnification. Client, including all heirs, spouses, representatives, agents, invitees, and successors shall indemnify and hold harmless the Church from any and all claims, demands, or causes of action which may arise either directly or indirectly from Client's use of the Hall or Church Grounds regardless of the nature or source of said claim, demand, or action.

8. Hall Rental Times and Fees:

Sunday – Friday: **\$1000.00**; 8:00 am – 11:00 pm (full day)

Saturday: **\$1200**; full day *Sunday:* Evening only; 4 pm – 11:00 pm

9. Severability: If any part or parts of this Lease shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect.

10. Governing Law: It is agreed that this Lease shall be governed by, construed and enforced in accordance with the laws of the State of California.

11. Entire Agreement: This Lease shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Lease is hereby superseded. This Lease may be modified only in writing signed by both parties.

12. Terms of Rental

Name of Event _____

Client Name _____

Address _____

City/State/Zip code _____

E-mail _____ Cell _____

Phone _____ Fax _____

Day and Date of Event _____

Schedule time of event: _____ (No earlier than) to _____ (No later than 12:30 AM)

Number of Guests _____ Number of chairs and types/sizes of tables to be set up (see below).

A valid copy of your Driver's License or photo I.D. must accompany this application.

13. FEES

Base Hall Rental Fee: _____ **\$1000.00 or \$1200.00**

Kitchen: _____ No charge

Security Deposit: _____ **\$300.00**

Cleaning Deposit: _____ **\$500.00**

Additional Security Guards (2 included): _____

Other Services (list):

Total Amount Due: \$ _____

Amount of Final Payment: \$ _____

Final Payment Due on or before ____/____/____

of guards needed _____
Time scheduled
In _____ Out _____
Actual Time
In _____ Out _____
Extra Hours _____

Rooms rented for event: () Hall () Hall Foyer () Kitchen

The following are included in your rental:

- ____ Restrooms (handicapped also Available) ____ Room set-up ____ Dance floor
____ Portable bars ____ Security Guards ____ Raised stage
____ Church Parking Lot ____ Janitorial service (Disposable Utensils)
____ Table and Chair (Set up and Takedown) ____ Kitchen (Restrictions apply, see rules)
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14. Fines for Rules and Regulations Violations

Initials

- | | | |
|--|--------------|-------|
| a. Streamers, confetti, glitter, sand etc. used. | \$300 | _____ |
| b. Items taped, nailed, stapled, or glued to facility. | \$300 | _____ |
| c. Smoke, fog, or bubble machine used. | \$300 | _____ |
| d. Music or other loud noise extended past deadline. | \$500 | _____ |
| e. All trash not emptied into dumpster. | \$200 | _____ |
| f. Grease or oil dumped into drains or trash bins. | \$200 | _____ |
| g. Smoking inside of Hall. | \$200 | _____ |
| h. All decorations not removed at the conclusion of the event
(including helium balloons) | \$200 | _____ |
| i. Chewing gum found on walls, tables etc. | \$100 | _____ |
| j. Broken tables, chairs or other provided items. | \$ 75 each. | _____ |
| k. Exceeding maximum allowable capacity of hall. | \$300 | _____ |
| l. Kitchen not cleaned at the conclusion of the event. | \$300 | _____ |
| m. Any act of vandalism will be charged the cost of the repairs plus a fine
This includes graffiti of any kind to any part of the premises.
Note: Acts of vandalism will also be reported to the BPD. | \$500 and up | _____ |
| n. Additional music and/or noise on or outside premises after 1:00am. | \$150 | _____ |
| o. Caterers, DJ's and others on premises after 12:30am. | \$150 | _____ |

14. Fines for Rules and Regulations Violations -Continued

Initials

p. Missing or broken Flatware/Place settings (Per incomplete setting).	\$35	_____
q. Scratches to flooring or walls.	\$200	_____
r. Obviously intoxicated individuals at the Event	\$300 (per person)	_____
s. Service of alcohol to obviously intoxicated individuals at the Event	\$500	_____
t. Consumption of alcohol outside of the Hall (i.e. Parking lot)	\$750	_____
u. Time past 12:30 a.m. (per ½ hour increment or any portion thereof)	\$600	_____
v. Any service of Alcohol after 11:30 p.m.	\$500	_____
w. Anyone entering the Church Grounds after 10:30 p.m.	\$10 (per person)	_____
x. Weapons, as earlier defined, brought on Church Grounds	\$1000	_____
y. Glass in the Hall or on Church Grounds	\$500	_____

NOTE:

***The above fines are minimums and are subject to inspection and evaluation at the close of the Event and/or the following day.**

This is not an all-inclusive list of items subject to fines. Additional fees will be assessed as deemed necessary. All fines will be deducted from the security deposit. The Church reserves the right to increase this fee schedule at any time.

***ANY PERSON FOUND TO HAVE WEAPONS, IN ADDITION TO THE FINE, WILL BE SUBJECT TO LAW ENFORCEMENT INTERVENTION AND FULL PERMISSION UNDER THE LAW.**

15. Client

(_____) (**Must initial**). YES, I have read this Agreement in its entirety, understand all the terms and conditions and agree to abide by them, on behalf of myself, my heirs, spouses, representatives, agents, invitees, successors and the group I represent, if any. I acknowledge that if I represent a group that I am fully authorized to act on behalf of that group, and that my signature is an authorized act of that group. By signing this Agreement, I acknowledge that I have read, understood, and received a copy of this Agreement, and agree to make all payments when due.

CLIENT (PRINT NAME)_____

CLIENT (SIGNATURE)_____ DATE_____

CHURCH _____ DATE _____

16. EXHIBIT 1

St. George Church Event Walk through Report

Name of Event _____

Date of Event _____ Inspection date _____

IN **OUT**

Men and Women's Bathrooms

- ___ ___ Stalls free of graffiti
- ___ ___ All sinks and toilets in working order and free of damage.
- ___ ___ Mirrors free of any damage or cracks.
- ___ ___ Bathroom floors are clear of paper and debris.

Entry, Foyer, Hall and Stage

- ___ ___ Walls free of damage, marks and scratches.
- ___ ___ Entry, foyer, hall floor, and stage are free of marks and scratches.
- ___ ___ Tables and chairs are free of damage and stains.

Kitchen and Ancillary Areas

- ___ ___ Kitchen floors swept and mopped.
- ___ ___ Areas cleaned, trash emptied and any excess supplies removed.
- ___ ___ Ovens, grill and burners cleaned.
- ___ ___ Kitchen sinks and counters cleaned.
- ___ ___ All items from kitchen inventory accounted for.
- ___ ___ Coffee pot is turned off and cleaned.

Miscellaneous

- ___ ___ All indoor trash cans emptied and taken to dumpster.
- ___ ___ All decorations removed.
- ___ ___ All personal items removed from hall.
- ___ ___ Review ABC Permit to determine what alcohol will be allowed and to make certain that Client is in compliance. If the Client will not become in compliance then the Bakersfield Police Department will be called to stop the event.
- ___ ___ Surrounding area is clean and clear of trash and damage.
- ___ ___ Other _____

Signature Client In _____ Out _____

Signature Church In _____ Out _____

Please note any items not found in satisfactory condition below:

Disposition of Deposit: Amount Withheld _____ Date returned ___/___/___
Amount Returned _____ Check # _____

*Number of Security Guards at Event _____

QUESTIONNAIRE

1. Will you be serving alcohol?
(Beer, wine, champagne, vodka, Tequila, etc.)

2. Are you charging for the alcohol, admission to the event or seeking donation?

3. How did you hear about St. George Hall for your event?

4. How much parking do you require for your event?

5. Do you anticipate any guests arriving after 10:30 p.m.?
If so, a list must be provided.

FAILURE TO ABIDE BY THE RULES AND REGULATIONS AS SET FORTH BY THIS CONTRACT IS CAUSE FOR IMMEDIATE TERMINATION OF THE EVENT DAMAGES AND THE LOSS OF THE FULL DEPOSIT, RENTAL FEES, TOGETHER WITH ANY OTHER DAMAGES THAT ACCRUE AS A RESULT OF THE RULES AND REGULATIONS. FOR THE FINES REGARDING ANY OF THE ABOVE ALONG WITH OTHER MATTERS, SEE ARTICLE 8.

I READ AND UNDERSTAND ENGLISH OR I HAD THIS AGREEMENT INTERPRETED FOR ME. I UNDERSTAND FULLY EACH AND EVERY

PROVISION OF THIS AGREEMENT, AND PARTICULARLY ARTICLE 4(RULES & REGULATIONS) AND ARTICLE 8 (FINES FOR RULES & REGULATIONS VIOLATIONS).

DATE: _____ CLIENT SIGNATURE

EN CASO DE QUE FALLE EN SEGUIR LAS REGLAS Y REGULACIONES COMO ESTAN ESCRITAS EN EL CONTRATO SERA CAUSA DE INMEDIATA TERMINACION DEL EVENTO, DANOS O PERJUICIOS, PERDIDA DEL DEPOSITO, PERDIDAD DEL DINERO PAGADO PARA LA RENTA DEL SALON, JUNTO CON OTROS DANOS QUE SE ACUMULEN EN RESULTO DE LAS REGLAS Y REGULACIONES. PARA LAS MULTAS EN LO QUE SE REFIERE A LO DE ARRIBA CON OTRAS COSAS POR FAVOR DE VER ARTICULO 8.

YO HE LEIDO Y ENTIENDO INGLES O ALGUIEN ME LEO ESTE CONTRATO. ENTIENDO COMPLETAMENTE CADA REGLA DE ESTE CONTRATO, Y PARTICULARMENTE ARTICULO 4 (REGLAS Y REGULACIONES) Y TAMBIEN ARTICULO 8 (MULTAS DE LAS REGLAS Y REGULACIONES).

FECHA: _____
FIRMA DEL CLIENTE

Parish Council Executive Officer _____
Date _____