

City of Fortuna Rental Agreement
Facility: Fortuna Monday Club-610 Main Street, Fortuna California 95540
707-725-7572 Fax 725-7575

RE: _____

This Rental Agreement is made and entered into this ____ day of _____, 20__ in the State of California, by and between the City of Fortuna, hereinafter known as City and _____, hereinafter known as LESSEE for the purpose of leasing facilities.

LESSEE, acknowledges receipt of a copy of this Rental Agreement. The General Provisions (including Insurance Requirements and Security information) and the Application Confirmation, both of which are attached hereto, and incorporated into the Rental Agreement by reference. LESSEE warrants that the information provided on the Application Form, and shown on the Application Confirmation, is true. LESSEE acknowledges that they have read and understand this Rental Agreement and the General Provisions and agree to the terms and conditions contained therein. LESSEE further acknowledges that they are authorized to execute this Rental Agreement on behalf of LESSEE.

A reservation deposit of \$200 (\$150 for Non Profit) is required with this signed Agreement. The reservation is not final until the deposit is paid, the Rental Agreement is signed and returned by LESSEE, and the Rental Agreement is accepted by the CITY. The balance of rental fees and/or other charges are due and payable prior to the end of the event. Facilities must be vacated no later than one hour after end time of event as shown on the Application Confirmation; if not, an additional charge may be made. Upon, or prior to, completion of the event, CITY will provide LESSEE with an invoice for rental fees and/or other charges based upon use, services provided, damages incurred, and other costs associated with the event. Invoices are due and payable upon presentation. Invoices not paid within 30 days are subject to interest charges at 18% per annum.

If event is canceled by LESSEE, LESSEE agrees to pay a \$100.00 cancellation fee (\$75.00 for Non Profit). This fee will be retained from the reservation deposit. The balance of the reservation deposit will be refunded to LESSEE if the CITY is able to re-rent the facility for the same date(s). If the facility is not re-rented, LESSEE shall forfeit the reservation deposit. If no deposit is on file, LESSEE will be invoiced.

The CITY requires proof of insurance, per the *Insurance* Requirements in the General Provisions, a minimum of thirty (30) days prior to the event. If reservation is made less than 30 days prior to event, proof of insurance is required before Rental Agreement is accepted by CITY.

I have read and understand this Rental Agreement and its Attachments and agree to the terms stated within. I am authorized to sign the Rental Agreement on behalf of LESSEE.

LESSEE Name (Printed) _____

Printed Name of Person Authorized to Sign for LESSEE _____

Title of Person Authorized to Sign for LESSEE _____

Signature of Person Authorized to Sign for LESSEE _____

Date Signed: _____

This Agreement is hereby accepted by CITY:

Signature _____ Date _____

Title _____

THIS AGREEMENT IS NOT FINAL UNTIL THE RESERVATION DEPOSIT HAS BEEN PAID, LESSEE HAS SIGNED AND RETURNED THIS AGREEMENT, AND AGREEMENT HAS BEEN ACCEPTED BY CITY.

Attachments to Rental Agreement:

General Provisions
Application Confirmation

Attachment A
General Provisions

The LESSEE and all persons in attendance shall provide adequate supervision, and shall act in accordance with all federal, state, county and City laws, regulations, policies and procedures during the LESSEE's use of facilities, including non-attendant periods of occupation. Violation of such policies may subject a person (or persons) to possible CITY sanctions as well as legal penalties.

The LESSEE shall be responsible for, and agrees to pay for, all damages, or loss of, any property provided under this contract, and property not specified in this contract, resulting from negligence and/or intentional acts of persons associated with this conference or program. LESSEE agrees to promptly make payment for damages or loss within 10 days of notice by CITY. LESSEE agrees that all participants are under the direct and complete supervision and control of LESSEE. CITY assumes no responsibility for loss of theft of personal property of LESSEE or any of its participants.

For all public and private events where liquor is sold, it is the LESSEE's responsibility to ensure that a proper permit for the sale of alcohol is obtained from the State of California Alcoholic Beverage Control (ABC) Department. Liquor is considered to be "sold" when exchanged for cash, tickets or tokens, or when the price of an event includes an open bar. LESSEE is responsible for ensuring compliance with all applicable laws and requirements related to the sale and use of alcohol at their event. A copy of the ABC permit and proof of valid liquor liability insurance (with the City named as an additional insured) must be provided a minimum of ten (10) days prior to the event. If proper documentation is not provided, the event may be cancelled, and LESSEE shall forfeit their deposit. As determined by the Conference Center Manager, lessees using River Lodge for private events where liquor is served, but not "sold", may not need to obtain an ABC permit or provide proof of liquor liability insurance.

Smoking is prohibited in all CITY facilities, and within 20 feet of all public facilities.

Animals are not permitted in CITY buildings, without prior authorization from the facility supervisor and City risk manager. Additional requirements may apply.

Firearms are not permitted onto CITY property, or into CITY facilities, without prior authorization from the facility supervisor and City risk manager. Additional requirements may apply.

No construction on the property or modification to the existing facility will be permitted without prior written approval. LESSEE shall diligently maintain all facilities at all times, and return the facility to the same condition as received, with the exception of normal wear and tear.

Any materials used for promotional or political purposes during events held at CITY facilities must include a prominent statement and verbal disclaimer that the views expressed at the event are not supported or endorsed by the CITY.

CITY reserves the right to cancel a reservation or an event when unusual circumstances exist or at any time when circumstances are such that the event will present a clear and present danger to the orderly operation of the CITY's facility.

In the event of a disaster or other condition beyond the control of the CITY that would render the planned facility inoperable or not suitable for use, CITY shall be released from any responsibility to provide replacement facilities or services and shall bear no liability to LESSEE for any damage, loss, or other cost resulting from the unavailability of the facility. In such event the LESSEE's deposit(s) shall be returned.

Unless prior arrangements are made, all fees and charges are due and payable prior to the end of each event. Failure to meet this provision may result in LESSEE being denied future use of CITY facilities.

LESSEE agrees to indemnify, defend, and hold harmless, the city and its officers, officials, employees and volunteers from and against all claims, damages, losses and expenses, including attorney fees arising out of LESSEE's use of City facility, caused in whole or in part by any negligent act of the LESSEE, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of CITY.

It is mutually agreed that this Agreement or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of by LESSEESS without written consent of CITY.

The terms and provisions of this Agreement are subject to reasonable interpretation exclusively under the laws of the State of California. No oral understanding or agreement not incorporated into this Agreement shall be binding on either the CITY or the LESSEE. Nothing in this Agreement shall prevent the CITY from using any portion of its facility not specified in this Agreement.

Insurance Requirements

LESSEE shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with LESSEE's use of the facility. LESSEE shall provide proof of the insurance in accordance with the CITY's requirements outlined below and on forms provided by the CITY, which shall be approved by the CITY's Risk Manager prior to execution of this Agreement. Approval of proof of insurance is required no less than (ten) days prior to the scheduled event.

LESSEE shall provide comprehensive general liability coverage, with limits of not less than \$1,000,000 for personal injury and property damage. The general liability policy is to contain, or be endorsed to contain, the following provisions:

1. **The city of Fortuna, its officers, officials, employees and volunteers are to be covered as insureds** with respect to liability arising out of rental, maintenance or use of that part of the premises leased to the LESSEE;
2. **The LESSEE's insurance coverage shall be primary insurance** as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the city, its officers, officials, employees or volunteers shall be excess of the LESSEE's insurance and shall not contribute with it.

The City of Fortuna reserves the right to modify insurance limits based upon the scope of the LESSEE's event, prior to the final execution of the Rental Agreement.

Security

The City may require LESSEE to provide at its own cost, a private security force to ensure safety of persons and property and compliance with law, should the circumstances of the event warrant such requirement. Requirements for private security shall be determined by the Fortuna Police Chief.

In the event City of Fortuna Police are called to an event by anyone, LESSEE shall be liable for reimbursement of costs to the CITY for Police services.

CITY reserves the right to close down an event when unusual circumstances exist, when laws are being violated by anyone on the premises, or at any time when circumstances are such that the event will present a clear and present danger to persons or property.

Please Return Confirmation and Rental Agreement To:

River Lodge Conference Center *1800 Riverwalk Drive *Fortuna CA 95540