

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

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

Date of Event _____

Event start time _____ (This must include set-up)

Event end time _____ (This must include tear-down time)

Booked By (Member Name): _____

Method of Payment: _____ (must leave C.C. on file)

Approximate Number of Guests: _____

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 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 3 days prior to the event. Payment in full is required prior to the start of the event.

Last minute rentals may be possible if facility space is available.

CONTRACT CANCELLATION POLICY

If an event must be cancelled, the rental deposit is non-refundable. If AHLF receives 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 if the renter is an individual or by an authorized representative of the renter if the renter is a firm, company, or other organization, and returned to AHLF along with the deposit and or membership.
2. Payment in full is required at least 3 days prior to the start of the event.
3. If the renter must cancel an event, only the rental deposit and membership is **non-refundable**. 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. The renter is fully responsible for all arrangements and any contract entered into with any caterer of the event. **Caterers are not permitted to enter facility or start setting up before rented time of event.** Caterers must abide by the no Styrofoam™ policy.
5. No Styrofoam™ products will be allowed. \$100 security deposit fee will be collected if evidence of Styrofoam™ products.
6. No dumping of anything is permitted in our garden (sensitive habitat).
7. Event guests will be admitted to the AHLF facility and expected to depart at the times stated on the attached Rental Contract. The renter shall be responsible for the appropriate conduct of its guests at all times while on AHLF property.

8. 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. The AHLF facility makes no warranties or representations whatsoever to the renter or its guests or caterer.
9. The renter is at all times responsible and shall reimburse the AHLF facility for any damage, loss, injury, death or other liability of any nature whatsoever to people or organizations contracted by the renter to provide any 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.
10. The renter is fully responsible for all arrangements and any contract entered into with any musician, musical group, or other provider of music. At no time will music be allowed to constitute a nuisance to the public or be allowed to violate any noise ordinance, and the renter remains fully responsible for such compliance.
11. 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 \$100 security deposit fee.**
12. A \$100 security deposit fee may be charged to the renter if all initialed items on closing checklist are not completed.
13. 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.
14. AHLF at all times reserve the right to inspect and monitor all public and private events.
15. 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 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.
16. The AHLF facility has a non-smoking policy, and the renter is responsible to ensure that its guests, contacted caterer, and musical entertainers all abide with such policy.

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

Last minute rentals may be possible if facility space is available.

Renter's Signature: _____

Date: _____

Staff Signature: _____

Date: _____

Closing Rental Agreement – For renter to initial, sign, and receive copy of.

TASK	INITIAL	CHECK
No arriving before rented time on agreement. _____		
No Styrofoam™ products are permitted – this includes any caterers/bartenders.		
Clean floors for debris; sweep as necessary (brooms are next to the fridge)		
Put everything back to proper place, if moved (take pics beforehand)		
Take away all food, drinks, catering items, décor and furniture that has been brought in. Make sure there is no food in the oven, refrigerator or countertops. Anything left overnight is subject to security deposit fee.		
Blow out the tiki torches (if applicable)		
Check to make sure all heaters/AC are turned off. Locations: 1.) hallway to the back office, on the right side of the wall by the office supplies, 2.) in the gift shop above the fire extinguisher, 3.) in the Luiseno Room, through the doors to the wall on the left.		
Nest and align all chairs on dolly's and place one dolly back outside the storage shed (unless raining, place inside Great Room). And one Dolly in Staff Hallway.		
Put away all tables as found in rollaway storage cupboard first (7 in total) and then outside storage shed. (unless raining, place inside Great Room).		
Take trash to dumpsters in the right side of parking lot (tan door enclosure.) Trash is on right side, recycling left side of dumpster. Do not put anything in greenery bins. Turn trash cans upside down after emptied or lids on (for inclement weather) to the right of enclosure. Please abide by recycling and trash signs and put only correct recyclable material in the recyclable bins.		
No dumping of anything is permitted in our garden (sensitive habitat). This includes ice, flower debris, food debris or matter of any kind. (Liquid pour down our sink or drains on patio. Place all other items in trash.)		
Check to make sure ALL doors are locked. Make sure you push on each door so it is LATCHED and LOCKED (doors must have latches in place to secure them)		
Check to make sure all windows are closed & secured (one bathroom window in girls stalls)		
Double check the rotunda doors with a bolt. Bolt needs to be Horizontal Not Vertical.		
Close double hallway doors near kitchen; alarm will not set unless these are closed.		
Turn off all light switches (located behind front desk, hallway and great room). Do not turn off the light over the front desk with a red X under it on the panel of lights. This stays on all night. (Do not move dimmer switch in place of turning off)		
After checking to see if all doors are locked and you have all of your belongings, and the place is clean, set the alarm.		
Alarm: <input type="radio"/> Press COMMAND <input type="radio"/> ARM (left top corner) <input type="radio"/> CODE _____ <input type="radio"/> COMMAND <input type="radio"/> YES. (right top corner) You now have 60 seconds to exit the building and lock the door.		
Please close and lock front entrance gate drop off this list along with key in the small mailbox outside our driveway under the Faraday sign.		

Renter's Signature: _____

Date: _____

Staff Signature: _____

Date: _____

Pricing Rental Agreement – For renter to initial, sign, and receive copy of.

Membership Cost (Variable) _____

After Hours Rental (\$500) _____

Non Member Rate (\$150 per hour) _____

Additional Hours Rental 9am – 4pm (\$150 per hour) _____

AHLF Cleaning Fee (\$200) _____

Market Lights (\$150) _____

Belly Up Bars (\$5 each) _____

Cream Linens (\$15.50 each) _____

AHLF Sets-Up Tables & Chairs (ours only, not outside items - \$50): _____

Coffee Machine Flat Rate Rental, bring own cups, no Styrofoam™ (\$125) _____

Security Deposit (\$100 if any of the below occur. If not, refundable) _____

- Styrofoam™ was brought and used onsite. This includes your caterers, bar tenders and any other miscellaneous items.
- Items were left overnight and not picked up before our opening hours the next day (we do not assume any liability)
- Items were delivered and stored before your rental (we do not assume any liability)
- There was damage to our facility (stained floors, paint tarnished from décor and tape – painters tape preferred, broken items, or missing items, broken AV items)

Renter's Signature: _____

Date: _____

Staff Signature: _____

Date: _____