

## Acton Community Club, Inc. – Facilities Rental Provisions

\_\_\_1) Rentee shall be held liable for any damage or theft of Acton Community Club property and further agrees to indemnify and hold harmless the Acton Community Club and pay for any court costs and attorney fees if a court action becomes necessary to protect any of the Club's rights under this agreement. When this agreement is executed by two or more Rentee's, they shall be jointly and severally liable hereunder.

\_\_\_2) Rentee may not assign or sub-let the premises.

\_\_\_3) Rentee has inspected the premises, and upon taking possession knows its conditions, including but not limited to parking & recreation areas. Rentee accepts them in such condition, agreeing that no statement or representation as to premises condition has been made by the renter. Rentee shall leave the premises in the same condition as found including, but not limited to, cleaning the floors, taking out all trash & depositing it in the trash bins, putting away tables & chairs and cleaning the kitchen & bathrooms.

\_\_\_4) If Rentee remains in possession of premises after expiration of the term of this agreement, Rentee shall be deemed in trespass.

\_\_\_5) Rentee is exclusively responsible for the health, safety, and welfare of Rentee, children of Rentee, Rentee's guests and children of Rentee's guests. As such, Rentee hereby releases and holds harmless Renter for any and all damages and liability arising out of any injury or death to Rentee, children of Rentee, Rentee's guests and their children in the absence of any negligence as to the condition of the premises or intentional acts on the part of the Renter.

\_\_\_6) Use of premises by Rentee is limited to use as disclosed to Renter at time of executing this agreement as written herein.

\_\_\_7) The Rentee agrees not to commit or permit any waste or nuisance, or any acts to be done on premises in violation of any regulation, law or ordinance, & not to use or permit the use of premises for any illegal or immoral purpose & Rentee further agrees to abide by all rules of Renter to said premises.

\_\_\_8) Rentee hereby acknowledges that (s)he agrees that (s)he must carry their own private insurance to protect their own property and personal liability.

\_\_\_9) Building occupancy must be limited to 157 persons with tables & chairs, 299 without tables & chairs.

\_\_\_10) Rental event activity must end & all guests must leave by 10:30pm. Music must stop by 10:00pm. Cleanup must be completed & all interior & exterior property must be vacated by 11:00pm.

\_\_\_11) Any event where alcohol is served may not exceed six (6) hours. **Special Event Insurance is required to serve alcohol.** The distribution, sales, & consumption of alcohol must be in compliance with State and Local laws, ordinances & regulations.

\_\_\_12) Rentee shall not make or permit any disturbing noise in the facility or anywhere on the premises that will disturb neighboring residences. Violation of this provision shall constitute grounds for immediate termination of this rental agreement.

\_\_\_13) Smoking or use of any tobacco product is not allowed inside the premises.

\_\_\_14) The use of nails, tacks, scotch tape, duct tape, staples, etc. is prohibited. Blue masking tape & command strips can be used but **MUST** be removed. Damage to the facility will result in forfeiture of some or all of the security deposit.

\_\_\_15) Trash dumpster is located at bottom of drive on Smith Ave. ALL trash must be bagged, tied & placed inside dumpster & locked.

\_\_\_16) The security deposit shall not constitute any part of the rent hereunder. Such security deposit shall be returned to Rentee within 3 weeks after termination of Rentee's occupancy. Renter shall have the right to deduct from such security deposit such amounts as are reasonably necessary to remedy Rentee's defaults in the payment of rent, to repair damages caused by the Rentee, including the failure to return all keys to the premises. If Rentee damages the premises the rented premises so that the cost of repairs will be greater than the amount of the security deposit, Rentee shall be liable for the excess cost of repairs. If keys are not returned within 48 hours there will be a \$50.00 charge for each key not returned.

\_\_\_17) Any failure by the Rentee to comply with the terms & conditions set forth by these provisions will constitute a material breach of this agreement, thereby terminating the agreement & will result in the Rentee's forfeiture of all rights under this agreement.

All correspondence, notices and legal documents of all kind, should be directed to ACTON COMMUNITY CLUB, PO BOX 111, ACTON, California 93510. All checks shall be made payable to ACTON COMMUNITY CLUB.