

**San Juan Bautista
Community Hall
P.O. Box 1420
10 San Jose Street
San Juan Bautista, CA 95045**

HALL USE AGREEMENT

| | San Benito County Residents | Outside County Residents |
|---------------------|---------------------------------------------------------------------------------------------------------------------|--------------------------|
| Good Faith Deposit | \$ 500 | \$ 500 |
| Cleaning Deposit | \$ 200 | \$ 200 |
| Rental Fee | \$ 650 | \$ 850 |
| Liability Insurance | \$ 209.30 | \$ 209.30 |
| Total | \$ 1,559.30 | \$ 1,759.30 |
| Security Guard | You must coordinate directly with a company from the City Approved Security Company list. Rates vary per company | |

I

Address:

Mailing Address:

City: _____ State: _____ Zip code: _____

Telephone No.: _____ Cell No.: _____ Email: _____

Hereby enter into this agreement with the City of San Juan Bautista for the use of the San Juan Bautista Community Hall on:

Day(s): _____ Date: _____ Times: _____

Amplified Music shall stop by 10:00 p.m. Hall Closes at 11:00p.m. Applicant must vacate no later than ending time specified on time of use information line. Any attendees remaining after declared ending time, applicant will incur additional security charges. Any additional charges will be subtracted from your deposit. Doors must be locked at end time of event.

Are you applying for: (circle one) One time use or On-going regular use

Function Information

Type: _____

Setup time: _____ to _____

Time of Use: _____ to _____

Cleanup time: _____ to _____

Total hours in use: _____

Number of guests: _____
(200 person capacity)

Will food be served?: yes / no

Will alcohol be served?: yes / no

Admission charge?: yes / no

Are table needed?: yes / no

Are chairs needed?: yes / no

Club/Organization Information

Name: _____

Address: _____

City/State/Zip: _____

Contact Person & Title: _____

Address: _____

City/State/Zip: _____

Home No.: _____

Work No.: _____

Cell No.: _____

Fax No.: _____

Non-profit?: yes / no

(Evidence of non-profit status required, i.e. 501(c)(3))

I agree to the following terms and conditions:

1. A rental use fee of \$ _____ is due 45 days in advance of the date of use. Checks should be made payable to "City of San Juan Bautista". Proof of residency is required. **All forms and payment must be returned to City Hall 45 days in advance of the date of use.**
2. The following deposit is due 45 days in advance of date of use: Refundable Cleaning Deposit \$200.00.
3. All or a portion of the deposit will be refunded within 30 days after use.
4. To reserve a rental date for the Community Hall, a Good Faith Deposit of \$500 will be attached with this contract. In the occurrence of a cancellation, the renter will need to provide a cancellation notice 90 days prior to the event. If the cancellation notice is provided 90 days in advance there will be a \$100 Admin Fee, if cancelled any time after, the \$500 deposit will not be refunded. _____ (Initial)
5. Security: A list of approved security companies will be provided. Security is required for any event where alcohol is being served or where more than 50 people will attend the event. Security must be in attendance from the time guests are expected to arrive through the close of the rental time. Security guards must be from the city-approved list and have a current business license with the City of San Juan Bautista. Upon receiving your security contract, the City will check to see if the company on your contract is current. If the company is not current it will be declined. Any deviation from this must be approved by the City Manager and a minimum of ten (10) days required for this approval process.
6. Alcoholic beverages must be consumed in the building only. Please do not consume alcoholic beverages outdoors.
7. Liability insurance coverage in the amount of \$1,000,000 shall be provided naming the *City of San Juan Bautista as an additional insured*. Proof of coverage shall be presented to the City 45 days prior to use by providing a Certificate of Insurance. The Certificate must have the name of the renter from the top of page 1. The City of San Juan Bautista does provide insurance through Driver Alliant for a fee of \$209.30/per event.
8. Upon completion of this rental, and all clean up, Renter shall contact City Hall at which time arrangements will be made to inspect the hall. Following the inspection, a determination will be made concerning the cleaning deposit refund.
9. All garbage, trash and other waste shall be removed from inside and outside of the building. A 2-yard garbage bin dumpster is located by the kitchen entrance on First Street. **Renters must furnish their own trash bags.**
10. If the kitchen is used, counters shall be wiped clean and any gas appliances that were used shall be wiped clean and shut off.
11. If any spots or spills occur, please wipe up and dry them immediately.
12. The kitchen shall be cleared of any trash or debris.
13. Bathrooms shall be cleared of any trash and the wastebaskets emptied.
14. In no event shall private property be trespassed upon or used for parking. All parking shall be limited to public streets. **Please do not block our neighbors' driveway!**
15. I (the renter) shall be honest in my dealings with the City of San Juan Bautista, and promise to treat its members, their hall, and the neighbors with courtesy and respect.
16. STATEMENT OF LIABILITY
The applicant is solely responsible for any damage, loss, accident or injury to person or property resulting from the use of City facilities. Applicant shall be responsible for control and supervision of the people in attendance during the use of the facility and shall see that no damage is done to furnishings, fixtures or any part of the facility. Any violation of the conditions in this Community Hall Use Agreement or Rental Fee Schedule can result in a denial of further permits and, in case of damage to a facility, financial reimbursement for repair or replacement will be demanded.

I, the undersigned, have received and read a copy of the Community Hall Rules and Regulations concerning the use of City facilities and agree to comply with them. I, or my representative, agree to be present during the entire period of use of the facility by the applicant organization. I further acknowledge the contagious nature of **COVID-19** and voluntarily assume the risk that myself and others attending my event may be exposed to or infected by **COVID-19**. I agree to having all attendees follow CDC and San Benito County Department of Public Health recommendations for enhanced health and safety measures related to **COVID-19** and follow all posted instructions while using City facilities; including requirements for social distancing, wearing of face coverings, participant grouping, types of activities allowed, and potential limits on event size.

In consideration of the City permitting the use of its facilities, I, individually and on behalf of **Applicant**, my successors, heirs, administrators and assigns, agree to defend, hold harmless, indemnify and release the City of San Juan Bautista, its officials, officers, employees, volunteers and agents, from any and all actions, demands, and/or claims for damage or injury, including claims for negligence, which may arise from or in connection with the use of said facilities, except where caused by the active negligence, sole negligence, or willful misconduct of the City of San Juan Bautista, its officers, officials, employees and volunteers.

17. Key policy:

Weekend use: Keys must be picked up before 11:00 a.m. Friday before the event unless other arrangements have been made with staff. Set-up may start after the keys have been released to the renter. Cleaning must be completed by 2:00 p.m. Sunday after the event. Keys must be returned by dropping them in the gray drop box to the right of the front entrance of City Hall immediately after use.

Weekday use: Keys can be picked up at the City Hall front counter Monday through Friday during the times of 9:00 a.m. - 1:00 p.m. on the day of the use for those who have weekday use. Keys should be returned by dropping them in the gray drop box to the right of the front entrance to City Hall immediately after use.

Date: _____ Signature: _____

Date Received: _____ By: _____



San Juan Bautista Community
Hall Rental Fee Schedule
 P.O. Box 1420
 10 San Jose Street
 San Juan Bautista, CA 95045

Rental Fee Schedule

All Checks to be made payable to "City of San Juan Bautista" Maximum capacity: 200 Persons

User Categories:

- 1: City Residents /County Residents/Unincorporated San Benito County Residents; Proof of residency will be required.
- 2: Non-San Benito County Residents
- 3: Local City and County Non-Profits

Hall Rental Fee

| User Categories | Monday- Sunday 8:00am -11:00pm | Deposit | Cleaning Deposit |
|-----------------|-----------------------------------|---------|------------------|
| 1 | \$650.00 | \$500 | \$200 |
| 2 | \$850.00 | \$500 | \$200 |
| 3 | -0- | -0- | \$200 |

Fees Due By: Fees must be paid 45 days in advance. A reservation cannot be guaranteed until all fees are paid. Fees must be paid immediately for reservations made less than 30 days in advance. If the cancellation notice is provided 90 days in advance there will be a \$100 Admin Fee, if cancelled any time after, the \$500 deposit will not be refunded.

_____ (Initial)

Hall Cleaning: The Hall Rental Fee includes an allocation of \$200 for cleaning. Should the cleaning costs exceed \$200, the additional amount will be deducted from your Good Faith deposit. Initials _____

Deposit Requirements

Deposit: A deposit is required for all events. The deposit is returned the next regular check cycle (normally within 30 days) after the Hall has been inspected, cleaned and any damages repaired. The deposit is due when the reservation is made. Initials _____

Other Requirements

1. **Insurance:** A certificate of Liability Insurance in the amount of \$1,000,000, endorsed to add the City of San Juan Bautista as an "Additional Insured," must be provided to the City of San Juan Bautista at least 45 days prior to the event. The City of San Juan Bautista offers, as an option, the Tenant User Liability Insurance program through Drivers Alliant Insurance for users of City facilities, for a fee equal to the City's cost for the insurance plus 15% administration fee. (Most homeowner's policies will also provide this coverage at little to no cost). Additional insurance will be required if alcohol is served. California ABC laws must be followed; it is the renter's responsibility to become familiar with those laws. Initials _____

2. **Caterers:** Caterers must be licensed and comply with State and local regulations. Initials _____

3. **Security:** A list of approved security companies will be provided. Security is required for any event where alcohol is being served or where more than 50 people will attend the event.

Security must be in attendance from the time guests are expected to arrive through the close of the rental time. Security guards must be from the city-approved list and have a current business license with the City of San Juan Bautista. Upon receiving your security contract, the City will check to see if the company on your contract is current. If the company is not current it will be declined. Any deviation from this must be approved by the City Manager and a minimum of ten (10) days required for this approval process.

4. **Trash Service:** The State requires all large events to have a solid waste recycling program. To fulfill this requirement the City provides both trash and recycling containers for all events. These containers must be clearly marked. Should a container be filled during an event, the renter is expected to change the bag so garbage does not overflow onto the floor. The City will properly dispose of all properly bagged trash with no charges against the deposit. Initials _____

5. **Decorations:** No decorations are allowed on the walls, windows, woodwork, doors, or ceilings of the building. Tape that will damage or mar surfaces shall not be used. Decorations must be limited to self-standing. No burning candles or open flames are allowed in the building. No smoke, water, or mist devices are allowed. No helium balloons are allowed in the Community Center. Initials _____

Additional Facility Information

1. **Tables and chairs** are available from the City but are limited.
2. **Parking** - Community Hall parking is along the side streets, primarily First Street, Second Street, Jefferson and San Jose Streets. Guests are not allowed to park in the Casa Maria parking lot. If the parking lot is open, it is because Casa Maria is having an event and will need all of the parking for their guests. Initials _____

Additional Community Center Rental Policies

The City of San Juan Bautista City Council has set for the following policies with respect to rental and other uses of the San Juan Bautista Community Center:

Rights and Priorities of Use:

1. Anyone or any group can rent the Community Hall on a first come first serve basis.
2. Rentals can be pre-empted in the event of a declared emergency in which the Community Center will be utilized by the Red Cross and/or other appropriate groups for community assistance. In this event, all deposits and rental fees shall be refunded for any party who is unable to use the hall during the emergency.

Fees and Payments:

1. All fees shall be paid in accordance with the published and approved rental rates and deposit schedule of the City of San Juan Bautista.
2. Public Agencies requesting the use of the Community Center for business activities involving the City of San Juan Bautista will not be charged a rental fee but will be responsible for the cleaning costs of the room following their activity.

3. Community non-profits may rent the Community Center on a space available basis Monday through Thursday only, and are required to pay for insurance and a cleaning deposit.
4. Fees charged and/or assessed may be appealed to the San Juan Bautista City Council.

Cleaning and Damage Assessment:

1. Each renter of the San Juan Bautista Community Center is required to do a pre-rental walk-through with City personnel to assess any existing issues that might be present with the building. Any existing issues must be noted in a writing signed by the renter and the City during this walk-through to avoid subsequent assessment against your deposit. Initials _____
2. After each event, renter must clean the hall inside and outside building but not the floor, as instructed by City staff. City staff will inspect the hall and the renter may be charged for the cost to fix, repair, or clean any damage or detrimental condition found by staff. This includes, but is not limited to wall and floor damage, excess garbage, helium balloon removal, and appliance damage.
3. Rental fees contain an allowance for building cleaning. Any cleaning costs in excess of that allowance will be taken out of the deposit. Any cleaning or repair damages in excess of the deposit are the renter's and the renter's insurance company's responsibility. Initials _____
4. Any fees assessed for cleaning or damage may be appealed to the San Juan Bautista City Council.



CITY OF SAN JUAN BAUTISTA APPROVED SECURITY COMPANY LIST

The City of San Juan Bautista requires that all private security companies have a current license with the State of California Bureau of Security & Investigative Services, and be licensed to do business in the City of San Juan Bautista to provide Services in City facilities. **The applicant MUST provide a copy of the private security for their services before being given the keys.**

Security is required at all events that include alcohol and any events with 50+ guests and must be present from the time the activity begins through the time the building is secured and all visitors have vacated the premises. The guards must be from a security company on this city-approved list and have a current business license with the City of San Juan Bautista and general liability insurance with an endorsement listing the City as additional insured. At the time your security contract is provided to us, we will check to see if the company on your contract is current. If the company is not current it will be declined. Any deviation from this must be approved by the City Manager and a minimum of ten (10) days required for this approval process.

| <u>Security Company Name</u> | <u>Contact</u> | <u>Phone Number</u> |
|-------------------------------|-----------------|----------------------------------|
| Asset Private Security | Dave Ellis | (408) 800-7153 (831) 800-7068 |
| Kysmet Security & Patrol | Esteban Garcia | (831) 998-7963 |
| Silver Point Private Security | Gerardo Venegas | (408) 912-4464 |
| California Armed Guards | Juan J. Magana | (408) 422-5343 |