

KENWOOD DEPOT RENTAL AGREEMENT

KENWOOD COMMUNITY CLUB, INC. ▪ 314 WARM SPRINGS ROAD ▪ PO BOX 275 ▪ KENWOOD, CA 95452
(707) 833-5190 Phone ▪ (707) 526-6802 FAX ▪ <http://www.kenwooddepot.com>

This agreement entered into the _____ day of _____, 20____, by and between the Kenwood Community Club, Inc., hereafter called "Landlord" and _____, hereinafter called "Tenant."

It is hereby agreed as follows:

1. **Term:** Tenant rents from Landlord, the Kenwood Depot, located at 314 Warm Springs Road in Kenwood, CA, together with personal property shown on the inventory beginning at _____ a.m/p.m. on _____, 20____ and ending at _____ a.m/p.m.

2. **Security:** Security Deposit of **\$250.00** payable in lawful money of the United States without any deductions delivered to the Depot Manager with contract to confirm rental.

This security bond shall be used by Landlord as security for the faithful performance by Tenant of all the terms, covenants and conditions of this agreement by said Tenant. In the event of the failure of Tenant to keep and perform all of the terms, covenants and conditions of this agreement and at the option of Landlord, said Landlord may appropriate and apply said entire amount, or so much thereof as may be necessary, to compensate Landlord for all loss or damage sustained or suffered by Landlord. In the event that all terms and conditions are met, the security or balance shall be refunded in a period of time not to exceed two weeks after the terminations of said agreement. In the event the cleaning and/or damage repair costs exceed the bond, Tenant shall be liable for such excess, it being understood and agreed that Landlord shall be sole judge as to the necessity for such cleaning or repairs. ***The entire security bond shall be appropriated if the key(s) are not returned after termination of this agreement. Also, see SECURITY DEPOSIT POLICY AND CANCELLATION POLICY ON PAGE 3 OF CONTRACT.***

3. **Rent:** Rental of \$_____ payable in lawful money of the United States delivered to the Depot Manager no later than _____, 20____.

4. **Use:** Tenant shall not use the premises for any purpose other than for _____ for _____ people.

5. **Certificate of Insurance:** Tenant shall provide a Certificate of Insurance for \$1,000,000 of liability coverage by no later than **ONE (1) MONTH PRIOR TO EVENT** naming Kenwood Community Club as additional insured.

6. **Rules and Regulations:** Tenant acknowledges the receipt of Landlord's "Rules and Regulations" and the "Instructions for Clean-up of the Depot", and agrees to abide by them.

7. **Waivers by Tenants:** Tenant waives all claims of damages that may be caused by Landlord in re-entering and taking possession of said premises by law, or for loss or injury by theft, burglary, fire or for injury or damage to persons, or property, occurring on said premises arising from any cause whatever. Tenant expressly agrees that he/she, his/her children and said guests use these recreational facilities and other common areas at their own risk. Tenant understands that the KCC will accept no responsibility for poor weather or conditions resulting from poor weather for outdoor events.

8. **Attorney Fees:** Should Landlord be compelled to commence or sustain an action at law to collect rent, or to dispossess Tenant and to recover possession of said premises, or to recover damages for repairs, the Tenant shall pay all costs in connection therewith, including reasonable attorney fees incurred by Landlord.

9. **Inspection:** Landlord or its agent shall have the right at any and all reasonable times to enter and inspect said premises.

10. **Inventory:** Tenant shall be responsible for all items listed in the inventory. Tenant acknowledges receipt of said inventory items in good condition, except as noted, and agrees not to remove said items from Kenwood Depot.

11. **Pets.** No pets are permitted in The Kenwood Depot or on its grounds.

12. **Liquor:** Tenant assumes all liability and responsibility for liquor served or brought on premises and for any action(s) resulting from its consumption.

INITIALS of Tenant _____

13. Special Requests: Special requests must be submitted in writing and pre-approved by the Depot Manager. Special requests would include an extension of time limits for the event, special construction at the site of the event or any situation that would involve making changes beyond the normal scope of the event.

14. Effective Date: This agreement becomes effective only when executed by Depot Manager. This agreement is subject to immediate cancellation without notice if Security and Rent are not received by Landlord by the dates agreed to in paragraphs 2 and 3, above.

AGREED: TENANT

Tenant Name Printed: _____

Tenant Signature: _____ Date: _____ Phone: _____

Tenant Address: _____

Tenant E-mail: _____

AGREED: KENWOOD COMMUNITY CLUB

Depot Manger: _____ Date: _____ Phone: _____

Depot E-mail: DEPOTMANAGER@KENWOODDEPOT.COM

ADDITIONAL INVENTORY AVAILABLE FOR RENT

Ten (10) 6 foot rectangular tables

One hundred (100) folding chairs

RULES AND REGULATIONS

PLEASE READ CAREFULLY

1. All activity within the building shall terminate at the final hour stipulated in the rental agreement. Music must terminate at 11:00 PM.
2. Appropriate outdoor activity must be orderly, confined to premises, and terminate at the final hour stipulated in the rental agreement.
3. Except during daytime events, music shall be confined to the building and the noise kept to a restrained volume so as not to disturb nearby residents.
4. No more than 153 persons shall be permitted to occupy the building at any one time.
5. Not more than 71 persons shall be seated at tables in the building at any one time.
6. There shall be no marring or defacement of the building, inside or out, nor removal of equipment or fixtures from the building.
7. Decorating or exhibits shall not be fastened to walls, ceiling, woodwork or tables with staples, tacks, pins or tape.
8. Before leaving the building, Tenant must see that stoves, furnace and appliances are off, fireplace fire extinguished, refrigerators emptied, trash disposed of in outside trash containers, windows and doors are fastened and locked, lights within building are turned of, front entrance is locked and key is returned to the lockbox. Please sort recycling from trash whenever possible.
9. All food, decorations, and equipment shall be removed by the time stated in "Item 1. Term" of this agreement unless other arrangements have been confirmed in writing with Depot Manager.
10. The Landlord is not responsible for personal or organizational property left on the premises by Tenant or his/her guests.

INITIALS of Tenant _____

11. Minors cannot be served alcohol at any time on the premises.
12. No illicit substances shall be brought on the premises.
13. No confetti shall be used inside or outside the building at any time.
14. No parking in area behind the Depot.
15. No cooking or barbecuing on concrete areas unless adequate protection is provided. Concrete must be left clean upon completion of rental.
16. The Kenwood Depot is on a septic system so do not flush anything except toilet paper in the bathrooms.
17. Please use recycling bins appropriately. Any contamination of said bins will result in the charging of a fee.
18. Arrangements for early drop-off or late pick-up of equipment must be made with the Depot Manager. There will be a fee for this service.
19. There will be a charge for any disturbance that requires a response from the Depot Manager.
20. No smoking in the building. Outside, ashtrays must be used and emptied. A charge will be made for cleaning up cigarette butts not disposed of.

RATES

	Mon-Thurs	Fri	Sat	Sun
2 Hour rental	\$ 50.00	n/a	n/a	n/a
4 Hour rental	\$ 100.00	\$ 775.00	n/a	n/a
Full day rental	\$ 500.00	\$ 975.00	\$ 1,275.00	\$ 875.00

Payment Policy

Security Deposit is due with contract for date to be reserved.

Rental payment due 30 days after contract execution date unless otherwise indicated in contract.

***If Contract date is less than 60 days from Event date then full Rental and Security Deposit are required with contract to secure space.**

Security Deposit Policy

A \$250 Security Deposit is due on all rentals with the submission of the contract to secure the date and time of the event. This deposit will be returned after the event, as outlined in Section 2 of Kenwood Depot Rental Agreement. If the event cancels for any reason, the Security Deposit is forfeited completely. Also, see *Cancellation Policy* below.

Cancellation Policy

Cancelled more than 120 days from Event Date; Client forfeits Security Deposit + 1/4 rental fee

Cancelled 90-120 days from Event Date; Client forfeits Security Deposit + 1/2 Rental Fee

Cancelled 60-89 days from Event Date; Client forfeits Security Deposit + 3/4 Rental Fee

Cancelled less than 60 days from Event Date; Client forfeits Security Deposit + 100% Rental Fee

Discount Policy

KCC Members: Discount of 5%-20% off rentals, *see "KCC Member Dues & Benefits"*

Non-Profit Organizations: Discount of 10% off rentals

INITIALS of Tenant _____