

St George Greek Orthodox Church

401 Truxtun Avenue, Bakersfield, Ca, 93301

Park Rental Agreement

This contract confirms arrangements between St. George Greek Orthodox Church (“Church”) located at 401 Truxtun Avenue, Bakersfield, CA. 93301 and (“Client”) for the use of the Church Park (“Park”) designated here at the Church on the date, time, and place (the “Event”) as specified in this contract. The use of the Park includes all parking areas owned by the Church.

1. Security Deposit: A **\$300** security deposit is required to reserve the Park for an event on a specific date. No date will be reserved until the Church has received the deposit and such deposit has cleared the bank and this signed contract has been completed. You must cancel the event 10 days in advance to receive your security deposit back. The security deposit will be applied toward the rental fee.

2. Cleaning Deposit: A **\$500.00** cleaning deposit is required in addition to the rental fee. (Example...a Saturday rental is \$500 plus the \$500.00 cleaning fee for a total of \$1000.00). The deposit may be returned in whole or in part, depending upon the condition of the facility at the conclusion of the event. Client agrees that the Church’s sole determination as to the extent and cost of any damages shall be binding and conclusive for all purposes. The amount of the deposit does not constitute a limitation upon the Client’s liability resulting from the event. Refunds will include an itemized statement listing deductions and will be mailed to the Client at the address appearing on this contract. **The Park must be completely cleaned and returned to its normal state by the end time listed in the contract.**

3. Security Guards: The Church will provide security guards during the Event, which will be paid for by the client. Depending upon the size and type of event, the Church, in its sole discretion, may provide additional guards for which an additional cost may be required. This cost shall be determined by the Church, and included in any itemization of damages sent to the Client, pursuant to Paragraph 1 hereof. Said cost shall be the sole responsibility of Client and may be an additional charge. These charges will be collected prior to the date of the event.

The Church neither accepts, nor assumes any liability for damages, theft or loss of any kind occurring before, during or after the event, whether occurring in the Hall or on the Church Grounds.

Furthermore, the Client understands the security guards are independent contractors and that the Church accepts no liability for their actions or omissions. The security guards will be instructed and prepared to minimize disorderly conduct.

Security personnel and/or the Church’s designated representative will be present and monitor all activities at the event, including noise levels, which must remain within the limits, set by the City of Bakersfield. In addition, the Client and its guests are expected to obey all local, state and federal laws. The violation of this section, or any other, may result in the termination of the event at any time before or during the event, at the discretion of the Church.

Guards: Minimum, 1 per 100 guests; 2 per 100-150 guests; 3 per 150 or more guests

4. Liability Insurance: The Client is responsible for providing liability insurance for the date of the event with a minimum coverage of \$1,000,000.00. This will be paid for by the Client.

5. Final Payment: The balance of all sums due and owing shall be paid no later than thirty (30) business days prior to the Event. Payment is to be in the form of cash, cashier's check, or money order, made payable to the Church. Failure to pay the balance as set forth may result in the cancellation of the event and forfeiture of the security deposit. Any losses, damages or costs resulting from the cancellation of an event for reasons of non-payment shall be the sole responsibility of the Client but shall be expressly limited to the amount of the deposit.

6. Park Rental Times and Fees:

Sunday through Friday Rentals: \$500.00, full day; 8:00 am to 11:00 pm

Saturday: \$750, full day

Sunday: Afternoon/Evening only; 2:00 pm to 9:00 pm

7. Rules and Regulations: It is understood that the Client is responsible for assuring that all guests, vendors, contractors and caterers working or attending the event will comply with these and any other Church policies, which apply to this Event. The Client agrees to a final walk-thru and inspection at the end of the event and agrees to accept the final Event Walk Thru Report (See Exhibit 1) as completed by the Church.

In an attempt to maintain a clean, safe and secure environment, Client agrees to comply with the following Rules and Regulations established by the Church:

a. Decorations

- Only flame retardant plants, trees, displays, etc. may be used inside the Park.
- Proof of flame retardancy must accompany each item.
- The use of paper streamers, confetti, or other similar paper products is prohibited.
- Dirt, sand, sod, rocks, pebbles, grit, glitter, or any other such products are prohibited.
- Nothing may be taped, pasted, nailed, or otherwise attached to the walls, ceilings or floors.
- String or pipe cleaners may be used to attach decorations, if the use of these materials does not cause damage or mark the Park in any way. You must remove these materials at the end of the Event.

b. Audio Visual

- No smoke or fog machines may be used inside the Park.
- No pyrotechnics of any kind are permitted.
- Only stand alone types of portable light fixtures, speakers, projection screens, camera stands, etc. may be used and no equipment may be attached or affixed to walls, ceilings, doors, or floors.
- The Church's electrical supply is limited. Contact the Office Manager if you think you might require special power requirements.
- Music must stop fifteen minutes prior to the end of the Event.

c. Caterers / Kitchen

- In the event that Client will use a caterer, the use of the Kitchen in the Hall is restricted to Church approved caterers only. **Please contact the Church office at least thirty (30) days before the Event for a listing of the approved caterers.** All trash must be placed in the dumpster located outside, behind the kitchen.

d. Alcohol Use

- All California Alcoholic Beverage Control laws (ABC) governing the serving of liquor must be strictly adhered to. The Client must obtain a “Special Daily License” (License) from the ABC if required.

The License must be delivered to the Church Office 10 days prior to the Event. Client understands and agrees that the failure to obtain and provide License 10 days prior to the Event will result in termination of this Agreement, and a forfeiture of the deposit. No one under 21 shall be served or allowed to consume liquor at any time on or around the Church grounds. Drunkenness is not permitted. The Church reserves the right to close down the bar at any time. The service of alcohol shall cease sixty (60) minutes prior to the end of the Event.

- The Church strictly prohibits the sale or consumption of any alcoholic beverage outside the Hall or on the Church Grounds. This applies to both open as well as closed containers. All alcoholic beverages must be consumed in the Hall only, and the Church Grounds must be free from alcohol containers or consumption.

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e. Additional Items

- Set-up time is three hours prior to the scheduled Event starting time. More time may be available under certain circumstances for an additional charge. Call the Church office if there are any questions.
- Rental items must be picked up immediately upon conclusion of the event.
- Children must be supervised at all times.
- No weapons (i.e. guns, knives, pepper spray, batons, etc.) of any kind are allowed inside or outside the Hall.
- No open flames of any type are allowed inside the Hall.
- Sterno may be used for the sole purpose of keeping food and beverages warm.
- Any activities which have a high probability of causing damage (such as indoor sporting events) are not permitted.
- Gambling is not permitted.
- Events open to the public or where tickets are sold at the door is not permitted.
- Blocking exits, fire exists, or driveways is strictly prohibited at all times.

Prior to the receipt of a deposit and signed contract, the Church reserves the right to increase fees at any time. Any reservations made more than one (1) year in advance may be subject to yearly rate increases as published and approved by the Parish Council. Some days are considered “premium rate days”, which are subject to increased charges. For example, New Year’s Eve is a “premium rate day” and requires a 10% higher rate than normal. The Office Manager will advise you if you are renting on a “premium rate day”.

- If Client anticipates guests arriving to the Park after 10:30 p.m. for the Event, Client shall provide to the Security Guards a list of those Guests or those Guests will be denied access to the event.
- No loitering shall be permitted anywhere on the Church Grounds outside the Hall. Any such individuals determined to be loitering shall, at the sole discretion of the Church and/or its Guests, be subject to removal from the Church Grounds.
- No glass of any type will be permitted in the Park or glass bottles, cups, tumblers, shots glasses etc.

Failure to abide by the rules and regulations as set forth by this Contract is cause for immediate termination of the Event and the incurring damages, the loss of the full deposit, rental fees, together with any other damages that accrue as a result of the failure to comply with the rules and regulations. For fines regarding any of the above along with other matters, see Article 8.

8. Indemnification: Client, including all heirs, spouses, representatives, agents, invitees, and successors shall indemnify and hold harmless the Church from any and all claims, demands, or causes of action which may arise either directly or indirectly from Client’s use of the Hall or Church Grounds regardless of the nature or source of said claim, demand, or action.

9. Severability: If any part or parts of this Lease shall be held unenforceable for any reason, the remainder of the Agreement shall continue in full force and effect.

10. Governing Law: It is agreed that this Lease shall be governed by, construed and enforced in accordance with the laws of the State of California.

11. Entire Agreement: This lease shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Lease is hereby superseded. This Lease may be modified only in writing signed by both parties.

12. Terms of Rental

Name of Event _____

Client Name _____

Address _____

City _____

Email _____ Cell _____

Phone _____ Fax _____

Event Date _____

<p>A valid copy of your Driver’s License or photo I.D. must accompany</p>

Event Time _____ to _____ (No later than 11:00 pm)

Number of Guests _____

13. Fees:

Park Rental: _____

Security Deposit: _____

Cleaning Deposit: _____

Security Guards: _____ Number of Guards Required: _____

Other Services (list):

Total Amount Due: _____ Final Payment Due on or before ____/____/____

14. Client

(_____) (**Must initial**). YES, I have read this Agreement in its entirety, understand all the terms and conditions and agree to abide by them, on behalf of myself, my heirs, spouses, representatives, agents, invitees, successors and the group I represent, if any. I acknowledge that if I represent a group that I am fully authorized to act on behalf of that group, and that my signature is an authorized act of that group. By signing this Agreement, I acknowledge that I have read, understood, and received a copy of this Agreement, and agree to make all payments when due.

CLIENT (PRINT NAME) _____

CLIENT (SIGNATURE) _____ DATE _____

CHURCH _____ DATE _____

15. EXHIBIT 1

St. George Church Event Walk through Report

Name of Event _____

Date of Event _____ Inspection date _____

IN **OUT**

Men and Women's Bathrooms

___ ___
___ ___
___ ___
___ ___

Stalls free of graffiti
All sinks and toilets in working order and free of damage.
Mirrors free of any damage or cracks.
Bathroom floors clear of paper and debris.

Kitchen

___ ___
___ ___
___ ___
___ ___

All items from kitchen inventory accounted for.
Kitchen floors swept and mopped.
Kitchen sinks and counter tops cleaned.
Trash cans emptied.

Miscellaneous

___ ___
___ ___
___ ___
___ ___
___ ___
___ ___

All indoor trash cans emptied and taken to dumpster.
All decorations removed.
All personal items removed from park.
Review ABC Permit to determine what alcohol will be allowed and to make certain that Client is in compliance. If the Client will not become in compliance then the Bakersfield Police Department will be called to stop the event.
Surrounding areas are clean and clear of trash and damage.
Other _____

Signature Client In _____ Out _____

Signature Church In _____ Out _____

Please note any items not found in satisfactory condition below:

Disposition of Deposit: Amount Withheld _____ Date returned ___/___/_____

Signature x _____

Parish Council Executive Officer x _____