

## FACILITY RENTAL AGREEMENT

This facility rental agreement (Agreement) is made between the CITY OF CALEXICO (City), hereinafter from time to time referred to as "LANDLORD," and \_\_\_\_\_, hereinafter referred to as "TENANT."

### 1. DESCRIPTION

LANDLORD hereby rents to TENANT, and TENANT hereby rents from LANDLORD, the first floor/café area of that certain real property located at 421 Heffernan Ave., Calexico, California, otherwise known as the Carnegie Technology Center ("Premises"). The second floor of the Premises is not included as part of this Agreement.

### 2. TERM

The Premises are rented for the period \_\_\_\_\_. In the event TENANT fails to return the Premises keys to LANDLORD on or before the end of the term as set forth above, TENANT agrees to pay \$25.00 per day until the keys are returned to LANDLORD. **Duplication of keys is prohibited.**

### 3. RENT

The rent for the Premises for the term as set forth at Paragraph 2 above, is \$ \_\_\_\_\_, which sum is due and payable on execution of this Agreement.

### 4. SECURITY/CLEANING DEPOSIT

A security/cleaning deposit of two hundred dollars (\$200) is due and payable on execution of this Agreement. The Deposit shall be held until the return of keys. Costs incurred by the LANDLORD to return the Premises and property to the same condition as prior to the commencement of this Agreement shall be deducted from the Security/Cleaning Deposit.

### 5. PARKING

TENANT's use of the property shall include the parking at the Premises.

### 6. USE AND OCCUPANCY

TENANT is renting the Premises in its present condition. TENANT shall use and occupy the Premises for the purpose of as noted on Exhibit "A" herein incorporated into this Agreement. The Premises shall be used for no other purpose without the written consent of LANDLORD.

### 7. UTILITIES

LANDLORD shall, at its sole expense, pay all utilities and services furnished to the Premises during the term hereof. In the event TENANT desires telephone or other communication available at the Premises, TENANT shall pay all such expenses.

### 8. DAMAGES

The TENANT is responsible for and shall reimburse the LANDLORD for any personal injury or property damage, or loss or liability of any kind incurred by LANDLORD as a result of any of the activities of TENANT or of TENANT'S guests or members, incurred in connection with TENANT'S use of the Premises. This includes, but is not limited to, cost to have chairs cleaned, tables repaired, and custodial time to clean the Premises if needed.

**9. HOLD HARMLESS**

TENANT shall defend, hold harmless, and indemnify City, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including, but not limited to, reasonable attorney’s fees retained by City, expert fees, litigation costs, and investigation costs), damages, judgments, or decrees by reason of any person’s or persons’ bodily injury, including death, or property (including property of City) being damaged by the negligent acts, willful acts, or errors or omissions of the TENANT or any person employed under TENANT, or any other individual in any capacity related to arising out of the event as set forth in Item 6 above, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of City.

**10. INSURANCE**

At the sole discretion of the City, upon execution of this Agreement TENANT may be required to provide proof of insurance. Insurance coverage must be from an insurance carrier authorized to transact business in the State of California, and maintain continuously during the term of this Agreement. Commercial Liability Insurance and other insurance necessary to protect the City and the public with limits of liability of not less than \$1 million combined single limit bodily and property damage; such insurance shall be primary as to any other insurance maintained by the City. All insurance shall include an endorsement or an amendment to the policy of insurance which names *City of Calexico, its elected officials, officers, employees, agents, and volunteers as additional insured and provides that the coverage shall not be reduced or canceled without 30 days written prior notice certain to the City.*

**11. RESPONSIBILITY OF TENANT**

The TENANT agrees to assume full responsibility for the conduct of its members, agents, participants, customers, employees and guests, and all other persons who visit or use the facility in connection with TENANT’s rental thereof.

**12. RULES**

TENANT shall comply with the Fee and Deposit Application (Exhibit “A”), and Premises Rules and Regulations for Use (Exhibit “B”). All exhibits are attached and incorporated herein as part of this Agreement.

**13. CANCELLATION**

Terms of cancellation are provided in Exhibit B of this Agreement.

**14. NOTICES**

All notices required by this Agreement to be given to either party may be given personally or by depositing the same in the United States mail, postage prepaid, and addressed to either party as set forth below and, in that event, notice shall be deemed to have been given three (3) days after mailing.

If to LANDLORD:

**STAFF TO INSERT INFORMATION HERE**

If to TENANT:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**15. ASSIGNMENT**

TENANT's rights pursuant to this Agreement shall not be assigned without the written approval of LANDLORD.

**16. INUREMENT**

Subject to the restrictions on assignments as herein contained, this Agreement shall inure to the benefit of, and shall be binding upon the assigns, successors in interest, personal representatives, estates, and heirs of the respective parties hereto.

**17. POSSESSORY INTEREST**

California Revenue and Taxation Code Section 107.6 requires that every state or public entity lease include a paragraph that states that Tenant recognizes and understands that this lease may create a possessory interest subject to property taxation and that the Tenant may be subject to the payment of property taxes levied on such interest. Tenant believes and may very well be correct, that no tax may be assessed against its consular post because it is exempt. Regardless of whether or not a tax can be assessed, this provision is left in the lease merely to satisfy the requirements of California Revenue and Taxation Code. Landlord acknowledges that Tenant may be exempt from such taxation.

**18. ENTIRE DOCUMENT**

This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained in it as it relates to all prior and contemporary agreements, representations, and understandings of the parties. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all of the parties. No waiver of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions, nor shall it be binding unless executed in writing by the party making the waiver.

**19. ATTORNEY'S FEES AND COSTS**

The remedies provided herein are cumulative and may be enforced separately or concurrently. If any action is brought to enforce the obligations or rights of the parties under this Agreement, the prevailing party in the action will be entitled to all costs and expenses, including attorney's fees, including fees of City Attorney, incurred in the action.

IN WITNESS WHEREOF, the parties have executed this Agreement on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**TENANT**

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Company, if applicable

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**LANDLORD - CITY OF CALEXICO**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Exhibit A – Facility Rental Application

CITY OF CALEXICO  
FACILITY RENTAL APPLICATION  
CARNEGIE TECHNOLOGY CENTER

Name of person & organization \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ Phone No. \_\_\_\_\_

Rental Date & Time \_\_\_\_\_

Purpose of Rental \_\_\_\_\_

DATE	PAYMENT / RECEIPT #	BALANCE \$

**Please initial the following:**

I understand the city is not responsible for items left or missing after event.

I understand I am not to enter hall until actual rental date.

I HAVE READ THE RULES STATED AND I AM FULLY AWARE OF THE POLICY BY THE CITY OF CALEXICO. I HAVE RECEIVED A COPY OF RULES AND I AM IN AGREEMENT WITH THEM.

\_\_\_\_\_  
**TENANT'S SIGNATURE**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**CITY REPRESENTATIVE SIGNATURE**

\_\_\_\_\_  
**DATE**

EXHIBIT B  
Rule and Regulations for Use

**City of Calexico  
Community Services Department**

Cultural Arts Center  
421 Heffernan Ave.  
Calexico, CA 92231  
Tel: (760)768-2170, Fax: (760)357-0404

The Carnegie Technology Center is an educational institution. The meeting area downstairs (café) has a capacity of 35 people.

**Hourly: \$50.00/hr (min. 2hrs.)**

**Daily: \$500.00/day**

**Clean Up Fee: \$200.00/day**

**RULES AND REGULATIONS FOR USE**

1. **HOURS OF OPERATIONS:** Rental time of the Calexico Carnegie Technology Center ends at 10:00 p.m.
2. **RESERVATION FEE:** Tenant must pay a \$100.00 non-refundable reservation fee, which will be applied to the rental cost in order to secure the rental date. Rental date may be postponed no less than 90 days prior to rental date. **In case of cancellation this money is not refundable. Balance of rental fee must be paid two weeks prior to rental date.**
3. **TABLES AND CHAIRS:** A few chairs and tables are available at the facility. Tenant must provide additional tables and chairs at Tenant's own expense. If Tenant chooses to rent tables and/or chairs, Tenant must make special arrangements for them to be picked up immediately after the function (in no case later than 10:00p.m.). The Calexico Community Services staff and its cleaning crew are not responsible for rental chairs and tables left behind or lost. There will be a \$50.00 fee if equipment, supplies or any other items are left behind. These items interfere with other events the following day.
4. **TENANT'S FULL RESPONSIBILITY:** Tenant assumes full responsibility for the character, acts, and conduct of all persons admitted to the premises or to any portion of the facility. Some events and activities may require liability insurance and/or special permission by the City.

- A. **DAMAGES:** Tenant assumes full responsibility of any damages done to equipment and building due to misuse and negligence. If damages occur, Tenant will be billed for repairs and/or replacement of any equipment, and/or a fee will be deducted from Tenant's deposit.
- B. **DEPOSITS:** Tenant is required to place a refundable deposit of \$200.00 (check or money order only) to be used towards covering any damages to the facility during rental. Weekend rentals must submit deposit and pick up key on Friday, before 4:00p.m. Tenants shall not enter the facility before the actual rental date or a full rental fee may be implemented. Deposit will be refunded if the facility is left in order, there is no damage to the property and all City rules and regulations are adhered to. All keys must be returned to the Library the next working day after Tenant's function. A \$25.00 per day fee will be charged for keys not returned on time.

**KITCHEN:** Kitchen facilities are not available at this location. It is the responsibility of the Tenant to pick up all trash and deposit it into the trash containers.

- D. **POSTINGS:** **Do not use staples or nails to put up your postings. Scotch tape or masking tape is allowed.** Absolutely no candles, confetti or glitter is allowed. The City staff and the cleaning crew will not be responsible for any materials or personal belongings left on the premises. If any items are left behind a \$50.00 fee will apply.
  - E. **AIR-CONDITIONER:** Tampering with the air-conditioner panels will result in Tenants being charged for any damage.
  - F. **CARNEGIE TECHNOLOGY CENTER SUPPLIES:** Equipment and supplies are not for Tenants' use. Tenants will be charged for any missing items.
5. **CLEANING:** The facility will be submitted to Tenant in a clean condition. Any additional cleaning throughout the day will be Tenant's responsibility. **Tenant is advised to bring their own cleaning materials to clean the facility.**
  6. **CAPACITY:** The capacity of the Carnegie Technology Center is 35 persons. Exceeding the capacity is grounds for cancellation of a Tenant's reservation, with no refunds
  7. NOISE REDUCTION & CURFEW FOR MINORS GO INTO EFFECT AT 10:00P.M. DAILY.
  8. GAMBLING IS NOT PERMITTED ON ANY CITY GROUNDS AT ANY TIME.
  9. RESERVATION OF THE CARNEGIE TECHNOLOGY CENTER DOES NOT INCLUDE USE OF THE TOP FLOOR, (TECHNOLOGY CENTER).
  10. **FIRE EXTINGUISHERS:** The facility is equipped with the necessary fire extinguisher equipment. Carnegie Technology Center staff is available for the detailed information on fire equipment operations. **In case of a false fire alarm, Tenant will be billed for the fire department emergency response service along with any other cost. In case of non-life threatening situations please call the Calexico Police Department at 768-2140 or the Calexico Fire Department at 768-2150. In case of fire or medical emergency, call the Calexico Fire Department at 911.**
  11. **SMOKING:** There is no smoking inside the facility. Smoke detectors may be triggered. It is your responsibility to inform your guests to smoke outside the building. Please inform guests not to smoke at the entrance to the center. A fee for any smoke-related cleaning will be charged.

13. **INSPECTION:** City Staff may conduct spot-checks at any time. City staff may intercede in events if it is perceived that Tenants are violating any part of these rules.
14. **RESTRICTIONS:** Any violation of these rules shall be cause for refusal of any further use of City facilities and may result in a reduction in or denial of the refund of the security deposit.
15. **ALL EVENTS MUST END BY 10:00P.M. NO EXCEPTIONS.**
16. If you need emergency assistance with the building, call Community Services staff at: 427-6166. Non emergency calls will result in a \$50.00 fee per call.

RIGHT TO CHANGE RULES

THE CITY OF CALEXICO RESERVES THE RIGHT AT ANY TIME TO MAKE REASONABLE CHANGES IN OR RESCIND ANY ONE OR MORE OF THESE RULES AND REGULATIONS OR MAKE SUCH OTHER AND FURTHER RULES AND REGULATIONS AS IN THE CITY'S DISCRETION MAY FROM TIME TO TIME, BE NECESSARY FOR THE SAFETY, CARE AND CLEANLINESS OF THE PREMISES.

**TENANT**

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Company, if applicable

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date