



# NELSONS GROVE

## RENTAL AGREEMENT

### **Booking:**

- Rentals are available for the following types of events: nonprofit events, weddings, birthdays, family gatherings, etc. If you have a unique event, please provide additional details on the contact form on the website.
- Site Visits can take place on Mondays and Fridays from 7:00am-11:00am.
- Availability of rentals is awarded on a first come, first serve basis and is reserved when deposit is received.
- Invitations or announcements utilizing the YMCA logo are to be approved by the YMCA Marketing Department prior to printing or distribution. This approval process permits the YMCA to ensure accuracy of the information and branding.

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### **Cancellations:**

- The YMCA has the right to terminate this agreement at any time and will issue a full refund to the client of any funds received.
- Cancellations must be made in writing 60 days prior to the event. If canceled in less than 60 days, the Client's deposit is forfeited.

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### **Usage of the Facility:**

- Events can be scheduled from 8:00am to 11:00pm on the scheduled date of the event.
- All events must end by 11:00 pm (clean up until 12:00am midnight).
- The contracted hours in the agreement include setup and breakdown time. Please plan accordingly.
- Maximum capacity is 500 people.
- The YMCA of Superior California is not responsible for providing alternate locations in case of rain, poor weather, or acts of God.
- Event rehearsals are considered additional hours and must be booked in advance.
- No pets allowed without prior approval. Service animals allowed.
- The Security Deposit will be kept if there is any damage to YMCA property.
- Parking at the facility is free and available in the gravel lot.
- Driving a vehicle anywhere on the premises other than the parking lot is prohibited and will result in loss of security deposit.
- All YMCA facilities are designated as non-smoking areas, including outdoor space and parking lots.
- Applicant agrees to be responsible for the condition of the spaces used, which includes assuming financial responsibility for any loss or damage to these spaces on their contents and agrees to reimburse the YMCA for any damage to the facility or its contents.

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### **Staff:**

- YMCA Staff will be available to assist with the booking of your event. If you will need onsite assistance, you must notify us prior to the event.
- This staff is not available to set up, tear down, move inventory, clean up, take out trash, or assist contracted vendors during the event. Those tasks are the responsibility of the facility renter.
- Please work with your selected vendors to ensure ample working staff is scheduled for your event.

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**Equipment:**

- The following equipment is included in your rental: (19) picnic tables in picnic area, (2) charcoal BBQ areas, (3) archery targets, (4) horseshoe pits, (1) stage, (1) in-ground fire pit.
- Your rental equipment can be dropped off starting at 8:00am the day of the event and must be removed from the facility by 11:59pm on your last rented date. The YMCA is not responsible for counting and checking deliveries and does not assume responsibility for items delivered or left at the YMCA facility.
- The YMCA has no storage area for event equipment. All deliveries and pick-ups must take place on rental dates.
- Any movement of YMCA equipment must be coordinated with staff ahead of time. All picnic tables must be placed in their original location upon your departure.

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**Fees:**

- Nelson's Grove rental is \$600/weekday and \$1,100/ weekend day or holiday for the general public and \$400/weekday and \$600/weekend day or holiday for nonprofit organizations and includes set up and breakdown.
- The \$1,000 Security Deposit must be paid to receive the keys to enter Nelson's Grove. The deposit is returned if there is no damage and the keys are returned after the event.
- The final balance is due 60 days before the event. No deposits will be returned if the reservation is canceled fewer than 60 days prior to the date of the event.
- The event is subject to cancellation if payment is not received in time.
- Additional fees may be applied for the following: holiday premiums, rental of YMCA equipment, additional hours, extensive power needs, supplemental security and/or event staff, unusual event requirements and other items as reasonably determined by YMCA.
- Client is fully responsible for damage to or loss of YMCA property including plants and the labor involved to repair/replace damaged property, and Client will be billed accordingly.
- The Client will be invoiced if damages exceed the security deposit.
- At least two (2) licensed Security staff are required for events with over 200 guests that serve alcohol. Clients must provide a copy of the agreement to YMCA 30 days prior to the event.
- As listed in the pricing above, the YMCA offers discounted prices to non-profit organizations with a 501(c)(3) letter of determination from the IRS.

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**Décor:**

- Lighting is provided at the venue. If you plan to add any additional lighting or large décor, YMCA staff must be notified 30 days in advance.
- Décor items must comply with local fire department regulations.
- Battery operated LED tea-lights may be used but must specify how it will be affixed.
- Candles or other tea lights may be used with prior approval.
- No Balloons, birdseed, confetti, or glitter allowed.
- Décor may not be hammered, tacked, taped to the facility without prior approval.
- The Client is responsible for removing all event equipment and decorations at the conclusion of the event. A \$200 storage and/ or removal fee may be charged for items not removed by the time arranged.

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### **Music & Entertainment:**

- There are (2) 220v electrical outlets on each side of the stage. There are (7) electrical outlets in the picnic area.
- Client agrees to discuss their music and AV power requirements with YMCA prior to the event to determine if there will be a need to rent an additional generator.
- Amplified sound must conclude by 11:00pm.

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### **Food/ Caterer:**

- Clients are allowed to bring their own food.
- The YMCA is not responsible for any lost or stolen catering supplies, equipment or any other property of the caterer, sub-contractor or user.
- All trash must be placed in the dumpsters located in the parking lot. If Dumpsters are full, caterers or clients must remove trash from the premises after the event. Recycling can be left in designated receptacles.

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### **Alcohol:**

- If you are holding a private event and have a caterer that is serving alcohol, the caterer should hold an alcohol license.
- If you are holding a public event and alcohol is served, a daily license must be acquired by the Department of Alcohol and Beverage Control 10 days prior to the event and a copy submitted to the YMCA. The property owner and law enforcement must sign the daily license application. Please plan accordingly. <https://www.abc.ca.gov/wp-content/uploads/forms/ABC-221.pdf>

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### **Insurance:**

- For all vendors on YMCA property, the YMCA requires liability insurance with coverage of at least \$1 million listing the YMCA of Superior California as additional insured for the duration of the event.
- Certificate of Insurance can be coordinated with your insurance provider and a copy of the certificate must be provided to the YMCA 60 days before the event.

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### **Clean-Up:**

- The YMCA venue must be returned to the condition in which it was provided to the Client.
- A pre and post assessment will be conducted by YMCA to determine the amount of security deposit to be returned.
- Clean-up and removal of stains is the responsibility of client and/or client's sub-contractors. All trash and recycling must be placed in the dumpsters, if space is available, or removed from the YMCA premises entirely.
- The following areas should be checked before departure:
  - Bathrooms should be left clean, sanitary, and usable.
  - Picnic tables returned to their original location.
  - BBQ's and fire pits with no burning embers.
- If the YMCA premises is not cleaned as needed and not returned to its prior condition, special maintenance services will be contracted by YMCA and the cost for such services will be deducted from the Client's security deposit.

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**COVID -19:**

- Client agrees to adhere to COVID-19 regulations directed by County regulations to include: temperature checks, encourage frequent handwashing and use of hand sanitizer, face covers while not eating or drinking, practice physical distancing, and adjust maximum occupancy rules accordingly.

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Any additional special instructions:

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I certify under penalty under the laws of the State of California that I understand and will adhere to the above Rental Agreement Provisions:

Client Signature \_\_\_\_\_ Date: \_\_\_\_\_

**Special Events Hold Harmless Agreement:**

Except to the extent caused by the YMCA of Superior California’s malfeasance or sole negligence, Client agrees to indemnify and hold harmless the YMCA of Superior California and their respective officers, directors, managers, members, employees, volunteers, contractors, vendors, guests or invitees from and against loss or liability, including attorney’s fees and costs of defense, arising from (a) Client’s use or occupancy of the facility, (b) the event, or (c) acts or omissions of Client or its agents, employees, contractors, vendors, guests or invitees.

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_

**Common Security Deposit Deductions:**

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|---|--|
| Damage to property - \$500-\$1,000                          | Excessive Trash on the property - \$100+                 |
| Picnic Tables not returned to the original location - \$100 | Noise Complaint - \$500                                  |
| Driving on grass - \$250                                    | Late Key Return - \$20 per day if 3 days after the event |
| Fire not extinguished completely- \$250                     |  |