

THIS RENTAL AGREEMENT/USE APPLICATION is made between the COUNTY OF TRINITY, hereinafter referred to as "COUNTY," and _____, hereinafter referred to as "TENANT." (First & Last Name or Name of Organization)

1. DESCRIPTION

COUNTY hereby rents to TENANT, and TENANT hereby rents from COUNTY, that certain real property located at 101 Park Avenue, City of Weaverville, County of TRINITY, State of California, otherwise known as Lowden Park ("Facilities").

2. TERM

The premises are rented for the period of _____ days. In the event TENANT fails to return the keys to premises on or before the end of the term as set forth above; TENANT agrees to pay \$100.00 per day per set of keys until the keys are returned to COUNTY. **Duplication of keys is strictly prohibited.**

3. USE FEES

The use fees for the premises for the term as set forth at Paragraph 2 above, is stated in Exhibit "A" attached to this agreement, all fees are billed on a per day basis, which sum is due and payable on execution of this Agreement. There is a \$25.00 returned check fee. Use fees are non-refundable. If party desires to cancel event, all use fees are forfeited.

4. SECURITY/CLEANING DEPOSIT

A security/cleaning and key deposit of \$50.00 is due and payable on execution of this Agreement. The Deposit shall be held until the return of keys and facility check is completed by staff. All keys to be returned within 48 hours of the end of the term or late fees may apply and shall be taken out of the deposit. Costs incurred by the County to return the premises and property to as good a condition as exited prior to the commencement of this Rental Agreement shall be deducted from the security/cleaning and key deposit.

5. PARKING

TENANT's use of the property shall include the parking lot at the premises, designated as Park parking. COUNTY shall not be responsible for damage to property of TENANT or TENANT'S guests whether parked in the designated parking area for the Facilities or any adjacent public parking.

6. USE AND OCCUPANCY

TENANT is renting the premises in its present condition. TENANT shall use and occupy the premises for the purpose stated on page one, "Description of Special Event". TENANT shall use only the specified areas listed on the use application on page one, "Area/s Requested". The premises shall be used for no other purpose without the written consent of COUNTY.

7. UTILITIES

COUNTY shall, at its sole expense, pay all utilities and services furnished to the premises during the term hereof. Upon approval by County and in the event, TENANT desires telephone or other communications available at the premises, TENANT shall pay all such expenses.

8. DAMAGES

The TENANT is responsible for and shall reimburse and indemnify the COUNTY for any personal injury or property damage, or loss or liability of any kind incurred by COUNTY 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 and tables cleaned and/or repaired, trash removal and custodial time to clean the facilities if needed. Deposit shall be used to reimburse County for such services.

9. HOLD HARMLESS

TENANT shall defend, hold harmless, and indemnify TRINITY County, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including, but not limited to, reasonable attorney's fees of County Counsel and counsel retained by County, 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 County) being damaged by the negligent acts, willful acts, or errors or omissions of the TENANT or any person employed under TENANT, or in any capacity during the events set forth in Item 6 above, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of County.

10. INSURANCE

Upon execution of this Agreement, TENANT shall either pay the COUNTY the sum of \$ _____ for special event insurance coverage as listed on the current tenant/user event rates premium schedule or provide tenant's own 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 Special Event Commercial Liability Insurance and other insurance necessary to protect the County 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 County. All insurance shall include an endorsement or an amendment to the policy of insurance which names Trinity County, its elected officials, officers, employees, agents, and volunteers as **additional insured** and provides that the coverage shall not be reduced or canceled prior or during the event. If alcohol is present an alcohol rider must be purchased in addition to the liability policy for the event.

Additional Insured listing:
Trinity County
P.O. Box 132
Weaverville, CA 96093

11. ALCOHOLIC BEVERAGES

If alcoholic beverages are to be served TENANT must receive approval from COUNTY prior to event and obtain an alcohol rider from the insurance company. If alcoholic beverages are sold, you must obtain approval of the Alcohol Beverage Control Board #530-224-4830, the Sheriff Department #530-623-3740, and the Trinity County Board of Supervisors prior to the event and show proof of acceptance. Tenant shall indemnify and hold harmless the County from any and all liability if TENANT or of TENANT'S guests or members have alcoholic beverages at event without County's knowledge or approval.

12. 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.

13. RULES

TENANT shall comply with the Fee and Deposit Agreement, Occupancy Rules, the Cleaning Specifications (Exhibit "A"), and leave the premises as per original set-up of the facilities. There is absolutely no smoking allowed in the indoor facilities or within 20' of any exit or building opening as per state laws. All exhibits are attached and incorporated herein. TENANT must be 21 years of age to enter into this agreement and lease facilities at Lowden Park.

14. CANCELLATION

Tenant may cancel the scheduled event by notifying County by phone, fax or in person. **On the event of a cancellation, tenant automatically forfeits any and all use fess collected for the event.** Deposit shall be returned in whole to Tenant by mail or tenant may pick up deposit check.

COUNTY may require any group using and/or renting the premises to relinquish the premises in the event of a disaster or emergency as determined by COUNTY. In such instances, COUNTY may notify TENANT, either verbally or in writing, and shall return the rental fee and security deposit.

15. NOTICES

All notices required by this Rental 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 COUNTY:

Trinity County
Buildings & Grounds Division
P.O. Box 132
Weaverville, CA 96093

If to TENANT (See page one, address listed is mailing address).

16. ASSIGNMENT

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

17. INUREMENT

Subject to the restrictions on assignments as herein contained, this Rental 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.

18. ENTIRE DOCUMENT

This Agreement constitutes the entire Rental 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 County Counsel, incurred in the action.

IN WITNESS WHEREOF, the parties have executed this Rental Agreement on this _____ day
of, 20____

TENANT:

Print Name: _____

<u>County Approval:</u>	
Yes	No
Date: _____	
Initials:	

Exhibit "A"

Fee and Deposit Agreement, Occupancy Rules, the Cleaning Specifications

Fees (per day):

Whole Park	\$617
Cook Shack/BBQ	\$148
Rodeo Arena	\$160
Main Lawn	\$160
Side Lawn	\$160
Softball Field	\$160
RV Camping	\$24 each, per day
Tent Camping	\$16 each per day

Deposit:

\$450 per event

(Fully refundable upon return of keys, as long as there is no damage or extra cleaning of the facilities and keys are returned within 48 hours of end date of event)

Occupancy:

Cook Shack/BBQ- 16 maximum

Rules:

- Fires/barbecues in designated areas only
- No motor vehicles allowed without prior authorization
- Camping in designated areas only. User is responsible to collect camping fees and delivery of fees to County.
- No glass containers
- Fire lanes must be kept open at all times
- Horses, domestic pets (except service animals) and farm animals are only allowed in designated areas of the park arena and lawn areas

Cleaning Specifications:

- User is responsible for trash pickup and removal. **Dumpster rental is mandatory for any event with more than 100 people.** For dumpster rental contact the T.C. Solid Waste Department at #530-623-1326.
- Removal of all decorations and personal property. County is not responsible for lost, damaged or stolen property.
- Replace all tables, chairs, and kitchen tools (if applicable) in their racks or designated areas.
- Remove and dispose of all debris from restrooms. Wipe down sink area with paper towels.
- Sweep all floors & wet mop areas that were rented with clean water (no soap) and clean mop.
- Clean entire area (indoors and outdoors) and put clean liners in trash cans.
- User/s are responsible for all damage to property and will reimburse County for all labor and material costs.

DO NOT:

- Use tacks or nails in the walls or woodwork
- Use sand or sawdust on any surface, including the floors
- Smoke in building
- Use candles or any form thereof in the building without prior authorization from the Director of the Facilities Rental Division.
- Take the Trash cans or remove any County property from the Premises.