

JULIAN TOWN HALL RESERVATION REQUEST AND AGREEMENT

Name of event: _____

Sponsoring organization or person: _____

Date(s) of event _____

Hours of event: _____ to: _____ and _____ to: _____

Set up date/time requested (rental fees may apply) _____

Upstairs _____ Downstairs _____ Kitchen* _____ Stage _____

Equipment Requested: # of chairs _____ # of tables _____

Primary Person Responsible:

Name _____ Email: _____

Home Phone #: _____ Cell #: _____

Full Address _____

Secondary Contact Person:

Name _____ Email: _____

Home Phone #: _____ Cell #: _____

Full Address _____

COMMENTS

Rent Total: \$ _____ 25% Deposit \$ _____ Balance \$ _____

Or Hourly Rental Fee Paid weekly or in advance: \$ _____ per hour.

Date 25% Deposit Paid _____ Date Balance Paid _____

Key/Cleaning Deposit: \$125.00 Date paid _____

Date Town Hall Key issued _____ Key # _____ Issued to _____

Date Key returned _____ Date Deposit returned/shredded _____

Chamber Director Rental Fee Approval _____

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RENT AND DEPOSITS

The rent and deposits are due upon completion of this Request and Agreement, including signatures of the renter, Office, and Director (if required).

Town Hall Daily Rental Fees:

		MONDAY - FRIDAY		SATURDAY, SUNDAY, HOLIDAYS	
Duration	Status	Upstairs	Downstairs	Upstairs	Downstairs
Full Day	Chamber Member	\$150.00	\$110.00	\$225.00	\$185.00
	Non-profit Member	\$110.00	\$80.00	\$165.00	\$135.00
	Non-Member	\$200.00	\$150.00	\$300.00	\$250.00
	Non-Profit (Non-Member)	\$150.00	\$110.00	\$225.00	\$185.00
Hourly	Chamber Member	\$20.00	\$15.00	\$30.00	\$25.00
	Non-profit Member	\$15.00	\$10.00	\$20.00	\$15.00
	Non-Member	\$30.00	\$20.00	\$40.00	\$35.00
	Non-Profit (Non-Member)	\$20.00	\$15.00	\$30.00	\$25.00
		<p>\$100 per any day is the fee for using the kitchen.</p> <p>*Use of the kitchen must include a copy of food handler certification for each person preparing food--if food products are being sold to the public—along with any required local health permits.</p>			

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DEFINITIONS

The following definitions apply to this document:

- Renter: Person(s) submitting this Reservation Request and Agreement for themselves or as a representative of an organization
- Office: Julian Chamber of Commerce office staff
- Director: Member of the Julian Chamber of Commerce Board of Directors
- Chamber Board: Julian Chamber of Commerce Board of Directors
- Chamber: Julian Chamber of Commerce office staff or director(s)
- Member: Member of the Julian Chamber of Commerce
- Non-profit: Entity receiving an IRS original determination or affirmation letter
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KEY/CLEANING DEPOSIT

Key: \$25 Deposit / Cleaning Deposit: \$100.00 = \$125.00

- Town Hall key will not be signed out without a deposit. (Key may be issued temporarily without a deposit at the discretion of the office staff)
- Deposit can be refunded with fulfillment of contract terms (i.e. key return, and Town Hall left in good order.)
- Town Hall Renters may lose their deposit and incur additional charges if clean up procedures are not followed.

Note: To help maintain the desired historical condition of the town hall, do not place any tape, staples, strings, wires, nails or hooks, or any obstruction on any wall, post, ceiling, light fixture, table or chair, inside or outside the town hall. (Office staff may approve certain obstructions that are not permanent and not damaging.)

RESERVATION REQUESTS

Reservation requests must be completely filled out and in writing on this Julian Town Hall Reservation Request and Agreement form.

Reservation requests may be delivered to:

- Handed to the office staff at the Chamber office, 2129 Main St, Julian, CA 92036
- Julian Chamber of Commerce, PO Box 1866, Julian, CA 92036, Attn: Town Hall Rental
- Scanned and e-mailed to chamber@julianca.com
- Faxed to (760) 765-2544

Attach additional documents, including calendars, permits, etc. when needed.

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Be sure and follow up your request with a phone call if not handed to the office staff.

Request processing:

- Requests are not penciled-in on the calendar until the office staff confirms dates and times requested are available.
- Reservation request must be accompanied by a minimum of 25% of the rental fee to hold the date(s).
- Requests to use other equipment on Town Hall premises, e.g., tables, chairs, etc. must accompany the initial reservation application. (Requested quantity may not be available if request exceeds inventory or are used elsewhere.)
- Special requests from the renter for granting exceptions to this agreement, e.g., a fee reduction, may be presented to the Board and will be considered on a case by case basis. The Board reserves the right to approve or disapprove any such request. The chamber is under no obligation to report to other renters any exceptionS granted.

This agreement shall become a binding rental agreement upon:

- The submission of the completed form by the renter.
- The date(s) and time(s) are confirmed available.
- The receipt by the Chamber from the renter of a minimum of 25% of the full rent.
- The acceptance by the Chamber as evidenced by the signature(s) of its authorized representative(s)
- The rent balance paid no later than 30 days prior to the rental date.
- The key/cleaning deposit paid.

CANCELLATION

In the event Renter cancels this rental agreement for any reason whatsoever, fail to pay any balance due, or fails to occupy the Town Hall on the days and times agreed upon, Renter may, at the discretion of the Chamber, forfeit any rents paid to the Chamber. The Chamber may take into consideration the successful re-rent of the Town Hall for the same dates and for comparable rent.

Should the Town Hall become unavailable or less usable than expected, due to conditions beyond the control of the Chamber, such as an electrical power outage, natural disasters, or other conditions, then the Renter may petition the Chamber for a refund.

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PRIORITY RESERVATIONS

All reservation requests will be handled on first come first served basis. Annual event reservations must be submitted a minimum of three months up to a maximum of one year, in advance.

The Chamber reserves the right to refuse any reservation request.

KEYS

Keys are available at the Chamber Office in the Town Hall during regular hours, 10 a.m. to 4 p.m. daily, except certain holidays. The "Primary Person Responsible" may pick up one key to the Town Hall one day before their event. At this time, if requested, the renter will be shown the facilities. Keys must be returned within one day after the event for the key deposit to be refunded or the check shredded or the credit card not charged.

SEATING CAPACITY: maximum seating capacity of downstairs space is 240 persons, 205 in the upstairs space.

TABLES AND CHAIRS

Tables and chairs must be set up by the renter and returned to the appropriate storage location as directed by the office staff.

Tables may be located upstairs or downstairs.

Cushioned chairs may be found upstairs either in rows, along the walls or on the stage

Metal folding chairs may be found downstairs in the storage area under the trophy case.

Note: The elevator must not be used to move tables or chairs between floors.

ELEVATOR: The elevator must be fully available for persons on either floor, whether or not the person is associated with your event.

CLEAN UP

The cleaning deposit will be refunded upon satisfactory inspection of the Town Hall. Below are requirements for Town Hall Renters regarding clean up protocol. These rules are incorporated into this agreement by reference. Town Hall Renters may lose their deposit and incur additional charges if clean up procedures are not followed and tables, chairs, etc. are not returned to their proper storage area or if clean up by Town Hall staff is otherwise required.

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RETURN THE TOWN HALL TO THE CONDITION IT WAS BEFORE YOUR EVENT.

HISTORICAL PICTURES: Pictures must not be removed by the renter unless pre-arranged with the Chamber office. Pictures shall only be removed by Chamber personnel.

FLOOR CLEANUP: Includes using broom, dust mop and or vacuuming the carpet downstairs.

WINDOWS AND DOORS: Leave windows shut and latched and doors closed and locked before leaving. Coordinate with other renters who are occupying the town hall at the same time.

THERMOSTATS, LIGHTS, and FANS: Turn off.

KITCHEN CLEANUP, if the kitchen is used: Clean and put away all dishes, utensils and cooking and serving kitchen wares that have been used. Clean stove, oven, table and counter tops if used. Sweep floor. Place paper trash and sweepings in trash can, place food garbage in outside trash dumpster in parking lot. Office staff can provide combination.

RESTROOMS: Restroom area/floor cleaned of trash, toilets flushed, standing water wiped up, and windows shut and latched.

It is important that the weekend renters clean up before they leave. Do not assume that someone else will do your work; your group will be billed for any work that the Town Hall Staff has to do. It is the Chambers intent to keep the Town Hall clean at all times with your help. We appreciate your understanding and cooperation to keep our facilities clean for the next event and our future renters as well.

USE OF PREMISES

Renter shall use and occupy the Town Hall for the purposes specified herein and for no other purpose. Renter shall not use or permit the Town Hall to be used in a manner that creates waste, damage or nuisance, or that disturbs owners or occupants of, or causes damage to the premises, neighboring premises or properties.

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No smoking is allowed within the building or within 20 feet of the building.

No personal heaters, propane appliances, candles, or flame producing products shall be used. (Sterno Cans may be used below non-flammable warming pans with Chamber permission.)

Carpet, wood, and vinyl floors shall be protected from liquids, food, stains at all times.

No overnight sleeping will be allowed.

COMPLIANCE WITH LAW

Renter shall at its sole cost and expense, fully, diligently and in a timely manner, comply with all applicable Federal, State and San Diego County laws, rules, regulations, covenants, restrictions, or easements now in effect and relating in any manner to the Town Hall.

CONDITION OF TOWN HALL

Renter is renting the Town Hall on an "AS IS" basis and the Chamber makes no representations or warranties concerning the physical condition or properties of the Town Hall or its fitness for any particular purpose.

The Chamber will ensure, to the best of its ability, that lighting and plumbing is in good operating condition.

Chamber staff will do a walk-through with renter to explain lights, heating, a/c, and building security.

NO ASSIGNMENT

The right to rent and use the Town Hall is personal to Renter and Renter may not assign, transfer or sub-lease all or part of Renter's right to occupy the Town Hall to any other person or organization.

Renter may not sublet all or part of Renter's right to occupy the Town Hall to any other person or organization without the prior approval of the Chamber Board. Renter is fully responsible for the compliance by all those sublet to this Julian Town Hall Reservation Request and Agreement.

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SECURITY MEASURES

Renter acknowledges that the rent payable to the Julian Chamber of Commerce hereunder does not include the cost of security measures and that the Julian Chamber of Commerce shall have no obligation whatsoever to provide any security measures. Renter assumes all responsibility for the protection of the Renters property, safety, and Town Hall, Renter, it's agents and invitee and their property from the acts of third parties.

SIGNS

Renter shall not place any sign, awning or marquee or other structure projecting from the exterior of the Town Hall without prior written consent and approval of the Chamber.

LIMITATION OF LIABILITY

The Chamber shall not be liable for injury or damage to person including substantial bodily injury or death, or goods, wares, merchandise or other property of Renter, Renter employees, contractor, invitee, customers, or any other person in or about the Town Hall, whether such damage or injury is caused by some condition of the Town Hall or from any other cause.

INSURANCE

If Renter will be selling alcoholic beverages during its event, Renter must obtain a permit from the Department of Alcohol Beverage Control and must provide insurance in the amount of \$1,000,000.00 and name the Julian Chamber of Commerce as an additional insured.

PARKING

The parking spaces behind the Town Hall are reserved for temporary Chamber business including loading and unloading. After loading or unloading vehicles must be moved. Parking May be available to renters on the streets surrounding the Town Hall.

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CHAMBER OFFICE

The staff in the Chamber office is available to answer any questions you may have regarding the Town Hall. They are also very busy with Chamber office business. We appreciate your understanding by keeping interruptions to a minimum and respectfully request that you do not ask to borrow the phone or supplies.

Should your event take place after office hours, you may request a point of contact.

INDEMNIFICATION

Renter shall indemnify, protect, defend, and hold the Town Hall, The Julian Chamber of Commerce and its directors, officers, employees and agents harmless for, from and against any and all claims, loss, injuries, including death, damages, costs, liens, judgments, penalties, permits, attorney's and consultants fees, expenses or liabilities arising out of, involving, or in dealing with, the occupancy of the Town Hall by renter, including without limitation, any act or omission or neglect of Renter, its agents, contractors, employees or invitee. The foregoing shall include, but not be limited to, the defense or pursuit of any claim or any action or proceeding involved therein, and whether or not litigated or reduced to judgment, and whether well founded or not. If any action or proceeding is brought against the Julian Chamber of Commerce by reason of any of the foregoing matters, Renter shall notice from the Julian Chamber of Commerce defend the same at the Renter's expense. The Julian Chamber of Commerce need not have first paid any such claim in order to be so indemnified.

I have read the Julian Town Hall Reservation Request and Agreement form and the Hold Harmless and Indemnification Agreement and agree to the conditions as set forth therein.

Renter Signature: _____ Date _____

Chamber Office Staff Signature: _____

Chamber Director Signature: _____