



Diamond Springs – El Dorado Firefighters’ Association

A Non Profit/ Public Benefit Corporation ~ Tax ID #68 0053528
501 Pleasant Valley Road, Diamond Springs, CA 95619
(530) 626-3190 Fax (530) 626-3188
www.diamondfire.org

FIREFIGHTERS MEMORIAL HALL SHORT TERM LEASE AGREEMENT

On the date stated below, the Diamond Springs-El Dorado Firefighters’ Association, hereinafter referred to as **Owner**, and

Print Name Contact Phone Number

hereinafter referred to as **Tenant**, enter this Agreement for the lease of the Diamond Springs-El Dorado Firefighters’ Memorial Hall, hereinafter referred to as the Hall, located in the Township of Diamond Springs, California, and more particularly described as 3734 China Garden Road, Diamond Springs, California.

Date of Rental: _____ Hours: _____ to _____

Type of event: _____

Rental Type: Full Day Rental Hourly Rental Outside Add-on Kitchen Only

Rental Fee \$ _____ + Security Deposit \$ 500 _____ = Total Due \$ _____

(a) To the fullest extent allowed by law, the **Tenant** shall defend, indemnify, and hold **Owner**, its officers, agents and employees, harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including reasonable attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to **Tenant**, **Tenant's** guests, **Owner's** employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with this Lease by **Tenant**, its agents or employees including **Tenant's** services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the **Owner**, **Tenant**, **Tenant's** guests and employee(s) or any of these, except for the gross negligence or willful misconduct of **Owner**, its officers and employees, and except as expressly proscribed by statute. Tenant agrees that he/ she has inspected the premises and the location of **Tenant's** facilities at **Owner's** premises and is aware and in addition to indemnifying **Owner** as set forth above, he/ she assumes any and all risks on behalf of his/ her guests, employees or agents associated with accessing **Owner's** premises and **Tenant's** facilities. This duty of **Tenant** to indemnify and save the **Owner** harmless includes the duties to defend set forth in California Civil Code Section 2778.

(b) The indemnification provisions of this section shall survive the expiration or termination of this Lease to and until the last date permitted by law for the bringing of any claim or action with respect to which indemnification may be claimed hereunder.

I, the undersigned, have received and read a copy of the Rules and Conditions and Cleaning List agree to comply with them. Any violation of the Rules and Conditions can result in denial of future use and, in case of damage to the facility; financial reimbursement for repair or replacement will be demanded. I, or my representative, agree to be present during the entire period of use of the facility by the **Tenant**.

Signature of **Tenant** Date

FIREFIGHTERS MEMORIAL HALL RULES AND CONDITIONS

General Rules

- Only the **Tenant** whose name is on the short term lease agreement may make changes to the reservation. Changes must be approved by the Hall Manager and additional fees may apply.
- The Hall's occupancy is 133 Dining / 285 Assembly.
- Any event that shall provide alcoholic beverages, **MUST** be limited to those of 21 years of age or older. Any violation of this law will be reported to the local law enforcement and the event will be cancelled immediately without refund
- Event must be contained to the Hall and the outdoor patio and grass area (if additionally rented).
- All outdoor music or entertainment must cease at 10pm. Indoor music or entertainment must cease at 11pm.
- Smoking is prohibited inside the Hall. Any designated smoking area must be at least 20 feet from any operable door of the building.
- Barbecuing requires pre-approval and is restricted to certain areas outside the facility.
- **Tenant's** occupancy time must include all set up and clean up. Occupancy of the facility outside of the contracted hours is not allowed.
- **Tenant** is responsible for:
 - Damages, loss, accidents or injuries to persons or property resulting from use of the facility
 - Supervision and control of persons in attendance
 - Clean up according to the Cleaning Checklist
- **Owner** is not responsible for lost or stolen items and will not be responsible for items dropped off before or left after an event.
- **Owner** reserves the right to suspend any individual or group from using the facility if their behavior is destructive, abusive or violates any of the Rules and Conditions, without a refund.
- **Tenant** acknowledges that the adjoining property is a working fire station and at times noise from equipment, sirens and other fire department activities may occur day or night. **Tenant** agrees that such activities shall have no bearing on **Tenant's** obligations under this lease.
- **Tenant** acknowledges that the **Owner** and the **Diamond Springs-El Dorado Fire Protection District** are separate and distinct entities.

Insurance

- A certificate of Liability Insurance with a minimum of \$1,000,000.00 is required for all events and must show the Diamond Springs-El Dorado Firefighters' Memorial Hall, 3734 China Garden Road, Diamond Springs, California as Additional Insured.
- Insurance must cover the entire contracted rental hours.
- Certificate of Insurance must be filed with the **Owner** 14 days before the event.

Security Deposit

- A deposit is required for all reservations, payable at the time of reservation. The security deposit is separate from the rental fee and cannot be credited towards the rent.
- The security deposit can be paid by credit card (Visa, Master Card, Discover), cash or check. Checks will not be held but will be cashed and must clear prior to **Tenant's** occupancy. Deposits will be returned no later than 30 days after the event if no damages or violations occur. A reimbursement check will be mailed to the **Tenant** for security deposits paid by cash or check. Security deposits paid by credit card will be returned to the credit card that was charged.
- Any violation of the Rules and Conditions constitutes forfeiture of the entire security deposit.

Rental Fees

- Rental fees are due and payable at time of reservation.
- Rental fees can be paid by credit card (Visa, Master Card, Discover), cash or check. Rental and security deposits paid for by cash or check will require a credit card number for the contract. Checks must clear prior to **Tenant's** occupancy.
- Rental fees are not refundable for reserved time not used.

Rental Cancellations

- Cancellations must be received in writing from the **Tenant** whose name is on the Short Term Lease Agreement.
- Cancellations less than one (1) week from the date of the event will result in a forfeiture of 50% of the rental fee
- **Tenant** acknowledges the facility may be rendered unusable or otherwise unavailable due to circumstances beyond the **Owner's** control, including but not limited to flooding, fire, natural disaster or criminal acts. In the event the facility should become unavailable due to any such circumstances, the **Owner** will refund all fees paid by the **Tenant**. The **Owner** is not liable for consequential damages the **Tenant** may experience, including but not limited to lost profits, lost opportunity or any costs incurred in connection to the **Tenant's** event.

Alcohol Use

- **Tenant** accepts responsibility for the use of alcohol and agrees to prohibit the use of alcohol to minors.
- If alcohol is being sold, the **Tenant** is required to obtain an Alcohol Beverage Control (ABC) License. Info at www.abc.ca.gov
- Alcohol may only be consumed inside the hall or the outdoor patio and grass area (if additionally rented); **NOT** the parking lot(s).

Guests

- Guests must remain in the Hall or the outside patio and grass area (if additionally rented).
- Children must be supervised by an adult at all times outside of the Hall.
- **Tenant** is responsible for all guests' behavior. Violence, excessive drinking, loud behavior and unsupervised children are not permitted and will not be tolerated.
- **Tenant** assumes full responsibility for communication between them and guests. The **Owner** or Fire District should not be listed as a contact for your event.

Equipment

- There are 13, 8 foot rectangular tables with 8 chairs at each available for the **Tenant's** use. This is the only equipment authorized for use. Unauthorized use of equipment belonging to the **Owner** will result in loss of security deposit.
- It is the **Tenant's** responsibility to put the equipment back after the event according to the diagram posted on the wall of the Hall.
- Equipment cannot be rented without a room rental. All items are to remain on the property. Lost or stolen equipment is the responsibility of the **Tenant**.

Decorations

- Any decorations used must be of a non-permanent nature and removed prior to the end of the rental period.
- Low tack tape such as blue painters tape may be used for walls. Push pins, tacks, nails or anything that causes holes in the walls is not allowed.
- Rice, birdseed, confetti, hay, straw, sand, silly string, glitter or other messy decorations are prohibited.
- Candles must be completely enclosed in glass with the top of the container at least 2 inches above the flame.
- Smoke/ fog machines are not allowed inside or outside the facility.
- Balloons must be weighted and secured.

Parking Lot

- Event parking shall be confined to the Hall parking lot located directly in front of the building. It is the **Tenant's** responsibility to ensure overflow parking occurs in the following areas:
 - El Dorado County JPA building located at 480 Locust Road
 - Gust Building located at 493 Pleasant Valley Road may be used **only after 5 PM**
 - Diamond Village Shopping Center in legally designated parking areas only
- Any street parking is at the driver's risk for citation and/ or towing.
- Parking is not allowed on any entry or exit (Fire Access) road. Emergency services must have clear access to all areas/ facilities surrounding the Hall. Parking is not allowed between the Hall and Garage.
- The **Owner** is not responsible for any damages to or theft of property in its facility or parking lot.

Damage Fee Schedule

- Any damage to the building itself including but not limited to stucco, drywall, paint, doors, windows, ceiling, roof, or flooring up to \$5000.00.
- Any damage to exterior or interior electrical equipment including but not limited to lighting, outlets, electrical panels, thermostats, cooling/ heating, or A/V equipment up to \$2000.00.
- Any damage to bathroom equipment including but not limited to toilets, sinks, tile, stalls, vanity's, paper towel dispensers, soap dispensers, mirrors up to \$2000.00.
- Any damage to kitchen equipment including but not limited to counter tops, sinks, faucets, cabinets, refrigerator, freezer, stove/ oven, and miscellaneous utensils up to \$5000.00.
- Any damage to outdoor patio area including but not limited to BBQ, concrete, brick, grass area, benches, landscaping, etc. up to \$3000.00.
- Any excessive littering or clean up due to mischief or improper clean-up of the Hall or surrounding property up to a maximum of \$500.00

FIREFIGHTERS MEMORIAL HALL CLEANING LIST

Main Hall

- All decorations removed from walls, hooks, ceiling, doors, floors and windows
- Tables returned to order (see map on wall by front door)
- Tables cleaned and wiped
- Chairs placed on top of tables (8 chairs per table)
- Floors dust mopped
- Floors wet mopped
- Trash placed in dumpster behind Fire Station
- Turn off all lights, including the bathrooms
- Close and lock all outside doors (there are 4, check all of them)

Kitchen

- Clean all counters
- Clean stovetop
- Turn off all burners and oven
- No food is to be left in the refrigerator or the kitchen
- Trash placed in dumpster behind Fire Station
- Sweep and wet mop the floor

Bathrooms

- Clean all toilets and urinals
- Wipe down counter tops, stall walls and mirrors
- Place trash in dumpster behind Fire Station
- Sweep and wet mop floors
- Turn off lights

Parking Lot

- Parking lot shall be policed and any trash related to your event cleaned up

FIREFIGHTERS MEMORIAL HALL FEE SCHEDULE

Security Deposit	\$500
Required on all rentals	
Full Day Rental	\$500
8 AM to 12 AM midnight	
Outdoor Rental	\$200
Add-on to the Full Day Rental	
Hourly Rental	\$40 per hour
Minimum of 4 hours	
Kitchen Only	\$35 per hour
Firefighters Association Member Rental	\$100
Full Day 8 AM to 12 AM midnight	

*All rentals include use of kitchen

*Outdoor patio and grass area is an add on to the Full Day Rental

**FIREFIGHTERS MEMORIAL HALL
PAYMENT**

Payment For

Name: _____ Date of Rental: _____

Rental Fee \$ _____ + Security Deposit \$ _____ = Total Due \$ _____

Method of Payment

CASH:

Amount \$ _____ Date Received: _____ Received by: _____

CHECK:

Amount \$ _____ Date Received: _____ Received by: _____

Check # _____

CREDIT CARD:

Card Type: VISA MASTER CARD DISCOVER AMERICAN EXPRESS

Name as it appears on the card: _____

Credit Card Number: _____ / _____ / _____ / _____

Expiration Date: _____ Security Code: _____

Amount \$ _____ Date Received: _____ Received by: _____

Deposit Return

Name: _____

Address: _____

*Deposits paid by cash or check will be returned via mail by check

*Deposits paid by credit card will be returned to the credit card it was charged on

For Office Use Only

Deposit Return Amount \$ _____ Date: _____ Check # _____

Notes: _____

