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Rental Agreement

Thank you renting the Spiritual Center for Positive Living. The information below outlines the Rental Terms & Conditions for the Spiritual Center for Positive Living. Our office hours are Monday – Friday 11:00am – 5:00pm.

GENERAL FACILITY RULES & CONDITIONS

- Only the renter(s) whose name is on the rental application as the “Person in Charge” can submit changes to reservation. Changes must be approved by staff and additional fees will apply.
- Upon arrival the day of the event, or as arranged with the Facilities Coordinator, there will be a walkthrough of the facility including a review and or training for use of any rented equipment or areas. The renter will need to check in with SCPL staff upon arrival and check out with staff before leaving. The renter must be available to SCPL staff for the duration of the event as needed.
- Event must be contained to room(s) rented. SCPL has the right to hold the renter responsible for any rental and/or cleaning fees associated with use of non-rented spaces.
- Barbecuing requires pre-approval and is restricted to certain areas outside the facility.
- SCPL is not responsible for lost or stolen items and will not be responsible for any items delivered before or left after an event.
- Smoking is prohibited in Spiritual Center for Positive Living. Any designated smoking area must be at a minimum of 15 feet from building entrances.
- SCPL staff may, at any time, instruct renter to turn music down or discontinue music due to violation of the noise permit rules and regulations.
- Subleasing is not allowed.
- Storage is not available unless pre-arranged with Facilities Coordinator.
- Rehearsal or set up times are available upon request and will be subject to rental fees.
- Set up/preparation and take down/cleaning must be done during the allotted rental time
- Events involving persons less than 21 years of age must be supervised by adults by a ratio of one adult for every 15 minors. A list of chaperones must be submitted to SCPL at time of fee payment (no later than 30 days prior to event).

I. INSURANCE & PERMITS

- A Certificate of Liability Insurance with a minimum of \$1,000,000.00 is required for all events and must show the Spiritual Center for Positive Living as Additional Insured (*see below for verbiage). It is suggested that before signing this agreement, the renter research the costs, if any, to obtain this coverage. SPARTA insurance program offers special event liability insurance – (800) 420-0555; www.2sparta.com or check with your home owners insurance for coverage.
- Renter must get SCPL approval prior to the event if renter plans to have vendors at the event (i.e. DJ, Caterer, Businesses, etc.). Rental with vendors may require an increase in the amount of insurance provided to the SCPL. This information should be listed within the reservation “description in detail”.

Renter is responsible for securing all required permits and must present copies of permits to SCPL staff at least 30 days prior to rental date.

*Additional Insured: Spiritual Center for Positive Living, its Directors and individual members thereof, and all of the Spiritual Center for Positive Living agents, officials, employees and volunteers are hereby named additionally insured members in respect to the use of SCPL’s facilities.

Any event that charges an admission fee or at which goods or services are sold must indicate that on their rental application form. Additional requirements will be required prior to rental.

** To include but not limited to: additional security deposit, insurance requirements, and event security

SECURITY DEPOSIT

A Security Deposit is required for all facility rentals and will be deposited upon approval of Reservation Application. Deposits will be returned two to four weeks after the event date if no damage or violations occur. Security deposits will not be returned if your event causes the need for any of the following:

- 1.) Cleaning beyond the normal SCPL daily maintenance.
- 2.) Repair or replacement due to structural or equipment damage or theft.
- 3.) Fire Department response due to false alarm or exceeding building capacity per the Fire Code.
- 4.) El Dorado County Sheriff Department response due to failure to follow all county laws and ordinances, including, but not limited to, the County's sound ordinance and laws related to disturbing the peace.

The renter will abide by the facility cleaning requirements specified in attachment "A" of this document. Facility inspections are conducted by SCPL staff following events to determine the condition of the facility (including assembly areas, lobby, restrooms and kitchen).

The Security Deposit will be used to pay for the additional fees. If fees exceed amount of the deposit, the renter will be required to pay the additional amount of damage or costs to cure.

SCPL reserves the right to retain the entire security deposit if the applicant has knowingly made a false statement of material fact or has knowingly omitted to state a material fact in the rental application.

RENTAL FEES & CHANGES

All rental fees are due at least 30 days prior to the scheduled event. Facility reservations taken within the 30 days of the requested rental date require full payment at the time the reservation is approved. Payment may be in the form of a check, cash or credit card (Visa, MasterCard, or American Express).

Failure to pay all fees in full at least 30 days prior to scheduled event will result in cancellation of event and retention of deposit.

Renters who arrive earlier or stay later than the reserved time will be charged for the additional time.

Fees are not refunded for reserved time not used.

SCPL reserves the right to adjust posted fees at any time in the future. Fees agreed to herein are for the contracted date only.

If renter wishes to change event date(s), a \$50 service fee will be assessed for each date change.

A \$25 late fee will be assessed to all late payments/fees due.

Applicant acknowledges the facility may be rendered unusable or otherwise unavailable due to circumstances beyond SCPL's control, including but not limited to flooding, fire, natural disaster, other acts of God, criminal acts or acts of war or terrorism. In the event the facility should become unavailable due to any such circumstances, SCPL will refund all fees paid by renter. SCPL is not liable for consequential damages the renter may experience, including but not limited to lost profits, lost opportunity and any costs incurred in connection to the renter's event.

RENTAL CANCELLATIONS

SCPL reserves the right to retain a portion of the reservation deposit if a cancellation of the reservation occurs and are subject to the following penalties.

- 1.) Less than 15 days' notice, 25% loss of rental deposit

All cancellations are required to be in writing by the person who signed the contract. Written cancellations can be faxed, mailed or hand delivered.

Incomplete, inaccurate or false information listed on the rental contract may result in cancellation of the rental, and loss of security deposit and any fees paid.

SCPL reserves the right to cancel any event if the renter knowingly made a false statement of material fact or has knowingly omitted to state a material fact in the rental application.

In case of emergency, or for reasons beyond the control of SCPL, SCPL reserves the right to cancel. Refunds will be made available if an event is canceled by SCPL.

ALCOHOL – THIS MUST BE REQUESTED ON APPLICATION AND REQUIRED INCREASED INSURANCE OBTAINED.

Renter accepts responsibility for the use of alcohol in the facility and agrees to prohibit use of alcohol by minors. Alcohol must be consumed only in the room(s) rented.

Renters who plan to serve any type of alcohol at their event must have licensed and insured uniformed security guards at the event. If attendance is 150 or less, one security guard is required; if attendance is over 150, two guards are required. A copy of the contract with the security company must be provided to SCPL staff no less than 30 days prior to the event. Security guards are required to be on site while alcohol is available for consumption.

Renter is responsible for any guest who brings alcohol into the facility without obtaining the proper insurance and security requirements for alcohol. Event may be cancelled immediately if alcohol is consumed without the proper insurance and security requirements in place. ***Future rentals to applicant are at risk for any violation herein.***

If renter plans to sell alcohol at the event, renter must provide all required permits from the Alcohol Beverage Control 15 days before the event. Additional insurance is also required for the sale of alcohol.

All Alcoholic beverages need to be onsite within the first 60 minutes of the event start time. No “beer runs or re- purchasing of alcohol” will be allowed.

GUESTS

Guests must remain in the room(s) rented. The main lobby, bathrooms and hallways should only be used as necessary. Excessive gathering in those areas may result in the loss of security deposit and/or cancellation of rental.

Children are not allowed outside rented room(s) without adult supervision.

Renter is responsible for all guests’ behavior. Violence, excessive drinking, loud behavior and unsupervised children are not permitted and will not be tolerated. Guests must adhere to all policies and procedures as outlined in rental contract. SCPL may cancel any event for violations of disturbing the peace laws.

Renter assumes full responsibility for communication between them and attendees for events held. SCPL should not be listed as a contact for your event.

CATERERS

Caterers must furnish all cooking and serving utensils and the renter is responsible for the caterers’ time in the facility and use of equipment.

EQUIPMENT

Equipment (microphones, podiums, white boards, easels, projector, etc.) is available (some fees may apply) and must be checked in/out with staff. Equipment cannot be rented without a room rental. All equipment must remain on the property. Rental items lost or stolen are the responsibility of the renter.

Any unauthorized use of equipment belonging to SCPL will result in rental fees automatically being charged to your rental and taken from the security deposit.

DECORATIONS

Any decorations used at the event must be of a non-permanent nature and removed prior to the end of the event. 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 and glitter are not permitted.

No smoke/fog machines will be used inside SCPL.

Candles must be completely enclosed in glass with the top of the container at least 2 inches above the flame.

Balloons must be weighted and secured when used and be removed at end of event.

Arrangements need to be made in advance with SCPL Staff for delivery, storage & pick up of rented equipment such as tables and linens.

PARKING RESTRICTIONS AND GUIDELINES

Event parking at SCPL shall be confined to the SCPL parking lot.

Any street parking is at the owners risk for citation and/or towing.

SCPL is not responsible for any damages to or theft of property in its facility parking lot.

Parking is not allowed on any entry or exit (Fire Access) road within the SCPL property. Emergency services must have clear access to all facilities within SCPL property area.

APPLICANT'S SIGNATURE

Failure to comply with all SCPL's rental agreement may result in loss of your deposit and/or your event being cancelled early or entirely. This agreement must be signed, dated and returned with deposit.

My signature below signifies that I have read and understand all the rental rules outlined in the Rental Agreement. I agree to abide by all the conditions outlined in this agreement and any permit(s) issued associated with my application.

I also agree to pay SCPL all costs they may incur as a result of any failure to fully comply with these conditions.

All persons, groups and organizations shall agree to indemnify and hold harmless SCPL, its officers, agents, employees and volunteers from and against any injury, damage, claims, actions or suits arising out of the rental or use of the SCPL facility, including those caused by the passive negligence of the parties being indemnified and/or any dangerous condition of property of the parties being indemnified. I further agree to defend and indemnify SCPL from and against any injury, damage, claims, actions or suits arising out of or connected with the rental or use. I have provided proof of personal liability insurance and will only use my own policy to file claim of any need due to my event at SCPL.

Print Name: _____ Date: _____

Signature: _____

**** I give staff permission to photograph my event for promotional purposes. _____ Initial**

Group Type: Personal Use Business Government Non-Profit (501c3 status)

Name of Business or Organization: _____

Non-Profit ID (501c3) Number: _____

Please describe in detail your workshop or other what activities that will occur at this event:

(This will be a company party with 150 people attending. We will have a band and lights. We plan on having a sit down supper. Raffle tickets will be sold (3 for \$1.00) for guests to win a trip to Hawaii.)

(Attach additional sheets as necessary to fully describe your event)

Please circle all of the following questions:

Is this a public event?	Yes	No	Will admission be charged?	Yes	No
Fundraising event?	Yes	No	Will alcohol be served?*	Yes	No
Will alcohol be sold? *	Yes	No	Will food be served?	Yes	No
Will food be sold?*	Yes	No	Will merchandise be sold?*	Yes	No
Will vendors be present?	Yes	No	Will entertainment be provided?	Yes	No

**Please note: It is the renter's responsibility to obtain all necessary County/State permits and licenses.*

Please identify your Media and Equipment needs below by specifying the quantity needed as appropriate:

Quantity	Media and Equipment Needs	Cost
	Chairs	No Charge
	4' Round Tables	No Charge
	6' Long Tables	No Charge
	PA System	\$25
	Podium / Music Stand	No Charge
	DVD/ Audio/ Visual System	\$25
	Automatic Screen	\$25
	Wireless Microphones	\$25
	Dry Erase Board w/Stand \$20	\$20
	Refrigeration/Kitchen Use*	\$25
	SCPL Facility Person - OR -	\$25
	AV Assistant	\$15/hr



SCPL Facility Rental:

		SCPL FACILITY RENTAL Rev. 5-10-13			
MEETING RENTAL RATES:					
LOCATION		Capacity	Hourly	Per Day	Security/ Cleaning Deposit
1	Sanctuary	153	\$100 (2 Hour min.)	\$400	\$250
2	Bistro	56	\$40 (2 Hour min.)	\$150	\$200
3	Kids Room	20	\$25 (2 Hour min.)	\$100	\$50
4	Meditation Room	20	\$25 (2 Hour min.)	\$85	\$50
5	Outdoor Patio	36	\$25 (2 Hour min.)	\$100	\$100
6	Kitchen		\$35 (2 Hour min.)	\$150	\$100

*The Daily Rate provides for 10 hours total time. Any additional time will be charged at the hourly rate.

Special notes:

- Rates are waived for SCPL and Seminar activities.
- Members will receive a 50% discount off of posted rates.
- Member Referrals and Affiliates will receive a 25% discount off of posted rates.
- Non-profits receive a 25% discount off of posted rates – with proof of 501(c)(3) status
- Only one discount category may apply.
- Security deposit is due with reservation application

Rental Agreement Information:

- I have read the attached Rental Agreement and agree to abide by all rules and regulations as written.
- I agree to hold the Spiritual Center for Positive Living, it's Directors and individual members thereof, and all of the Spiritual Center for Positive Living agents and employees free and harmless from such loss, damage, liability, cost of expense as may arise during or be caused by applicant's use of SCPL property.
- I agree to pay the full cost of any loss or damage to the Spiritual Center for Positive Living's property which occurred during the applicant's use.

Applicant's Signature: _____ Date: _____

Print Name: _____

Rental Confirmation	
Approved By: _____	Date: _____
Approved By: _____	Date: _____
Confirmation Sent: ___/___/___	
Deposit Date: ___/___/___	Amount: \$ _____
_____	_____
Payment Due Date: / /	Amount

Attachment A
RENTER'S CLEANING RESPONSIBILITIES

This checklist is designed to help clarify what your clean-up responsibilities are during and after your event. *The renter should allow at least one hour for cleanup and vacating the facility. Table and chair setup, take down and storage will be completed by SCPL Staff.* Any damage or additional custodial cleaning time needed will be charged to the renter. Any extra hours in facility will result in a charge to the renter at 1½ -times the hourly fee rate. Please plan accordingly.

FACILITY

- All decorations must be taken down and removed from facility or put inside trash cans as noted below.
- All tables must be cleared of all items (i.e. table linens, dishes, decorations, etc...) and wiped down of any spills.
- The facility should be free of debris/spills. If trash, food or spills are left on the floor, the cleaning deposit may be withheld to cover the clean-up. Sweeping and mopping the room(s) rented is *the renter's responsibility*.
- All trash needs to be taken out and placed in the trash dumpsters located in the enclosure across from the building. SCPL staff will provide additional trash liners if needed. Boxes must be broken down before being placed in the dumpster. Place any recyclable materials together in the recycling containers, place recycling container in the enclosure across from building.
- Sweep all debris from floor; and mop all floor surfaces used with detergent and hot water. Or vacuum where appropriate.

***All clean-up supplies must be furnished by the caterer or renting party. SCPL will provide a mop, broom and trash liners.**

KITCHEN CLEANING PROCEDURES

Kitchen Cleaning - It is strongly suggested that renter also notify caterer of these kitchen-cleaning requirements. Renter is responsible for kitchen cleaning requirements and failure to follow the guidelines listed below, may result in forfeit of rental deposit.
PLEASE DO NOT dump ice, grease **or anything on landscaping or down drains.**

Kitchen needs to be returned to original condition and should include:

- Clean all surfaces & appliances used: clean any spills in ovens and on oven racks. All stainless steel surfaces (counters and work counters) must be washed with dish soap and hot water and dried with a **clean, soft** cloth.
- Grills must be brushed with a wire brush and all food debris cleaned off. All stainless steel surfaces around grills must be cleaned and free of grease and debris.
- Remove all food particles from sinks and stovetops, wash with dish soap and hot water and dried.
- Please do not put large amounts of food down the garbage disposal, please use trash cans as needed. Repairs and maintenance as a result of disposal overload will be renter's responsibility.
- Empty, rinse and make sure all food particles are empty inside dish washer.
- Empty refrigerator and or freezer of all food and beverages, clean any inside unit spills with a damp cloth.
- Sweep all debris from floor; and mop all floor surfaces used with detergent and hot water.
- Empty all grease traps and spill pans then wash with dish soap and hot water.
- Clean all stainless steel surfaces behind and above cooking areas.