

SANTA CLARA COUNTY HORSEMEN'S ASSOCIATION INC.

HALL RENTAL CONTRACT

LESSOR IN THIS AGREEMENT IS:

SANTA CLARA COUNTY HORSEMEN'S ASSOCIATION, INC.
20350 McKean Road, San Jose, CA 95120



LESSEE IN THIS AGREEMENT IS PERSON OR PARTIES NAMED BELOW:

NAME OF ORGANIZATION/PERSON

PRINTED NAME

ADDRESS

CITY CA **STATE** **ZIP CODE**

PHONE# **DAYS** **EVENING**

A. TERMS

Lessor agrees to provide lessee the use of said premises from date _____
and time _____ until _____ and time _____

B. PURPOSE

Lessee represent and warrants that the purpose of its use of the Premises is as follows:

Approximate Number of People Attending _____

*ANY ERRORS OR OMISSIONS REGARDING SAID USE CONSTITUTE MATERIAL MISREPRESENTATION AND MAY BE USED
IN ANY AND ALL LEGAL ACTIONS TAKEN AGAINST LESSEE BY LESSOR OR THEIR AGENT.*

C. FEES

RENTAL FEE:

Rental Fee for Rental Period is: \$ _____

CLEANING / SECURITY DEPOSIT

A separate **CLEANING / SECURITY DEPOSIT** in the amount of \$ _____ is required to be on deposit three weeks prior to the event date. This deposit is fully refundable 15 days after the termination of agreement less any cost of cleanup or other damage so noted by Lessor / Agent. Lessee has the right to be present when the damage inspection is performed. If lessee is unable to be present at time of inspection, Lessee agrees to accept findings, without **RECOURSE**.

D. INDEMNITY

Lessee shall hold Lessor harmless for any claims, liability, costs, or expenses including reasonable attorney's fees, which may result from Lessee's use of the premises or from breach of this agreement. Lessee shall be responsible for the actions of any party present during the rental period. Lessee will provide Lessor with a certificate of Liability Insurance for a minimum amount of \$1,000,000.00.

SCCHA RENTAL AGREEMENT

E. CONDITIONS OF RENTAL

- 1) Lessee must be TWENTY-ONE years of age or CO-SIGNER OF LEGAL AGE IS REQUIRED.
- 2) USE OF GLASS for drinking purposes is STRICTLY FORBIDDEN
- 3) Tap water is NON-POTABLE and therefore is unsuitable for consumption
- 4) NO VEHICLES OR LIVESTOCK are permitted on the concrete patio area.
- 5) NO ACCESS OR USAGE to cabinets under kitchen counters.
- 6) Children must be supervised at all times.
- 7) Respect the privacy of neighbors. Leave all livestock alone.
- 8) **Music must stop by 10pm.** Premises must be vacated by 8:00 AM. (Using or operating any loudspeaker system or amplified Sound equipment after 10:pm will result in a 100% forfeiture of the security deposit)_____ (initial).
- 9) All tables and chairs must be returned to designated area.
- 10) All ashtrays must be cleaned and returned to designated area.
- 11) Countertops and sinks must be clean.
- 12) Interior premises must be left in the same condition as found.
- 13) Restroom floors, sinks and counters must be clean.
- 14) All trash must be placed in the dumpster provided.
- 15) Exterior grounds, parking area and arena must be free of litter.
- 16) Children are not to play in the barbeque area or feed the horses on adjacent property.
- 17) Children are not to play in the arena or throw anything in the arena.
- 18) Lessee must acknowledge and sign page 3, listing all supplies and equipment that will be accessible to the lessee at time of rental.

F. MISCELLANEOUS

Lessor retains the rights to require Lessee to employ Licensed Security Personnel as a condition to this rental agreement. A signed and dated copy of the security contract must be presented to the Lessor prior to the final acceptance of this agreement. Failure to do so will void this agreement in its entirety.

Lessor will _____ / will not _____ require portable restrooms for this event.

Lessor will _____ / will not _____ require original copy of Certificate of Insurance from Lessee.

Lessor will surrender its California Liquor License back to the A. B. C. for duration of rental if alcohol is to be sold. The Lessee is _____ / is not _____ planning to sell liquor.

Lessee may not assign, sublet, or otherwise transfer this agreement.

An executed copy of this agreement, indicating all conditions have been met, must be provided to Lessor by no later than 3 **weeks** _____ or Lessor has the sole right to terminate this agreement at once and retain all monies without recourse.

In the event a dispute shall arise between the parties to this contract, it is hereby agreed that the dispute shall be referred for arbitration in accordance with the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules. The arbitrator's decision shall be final and binding and judgment may be entered thereon. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with arbitrator's award, the other party is entitled of costs of suit including a reasonable attorney's fee for having to compel arbitration or defend or enforce the award.

This Rental Agreement constitutes the entire agreement between the parties and may be amended in writing only if signed by both parties. I have read and understood and agree to all terms and conditions

PRINTED NAME

SIGNATURE

DATE

ACCEPTED BY: LESSOR / AGENT

DATE

Clean Up Check List

- Bathrooms** Wipe stalls clean of fingerprints and any excessive dirt or markings
Clean sinks and countertops
Empty trash into dumpster
Sweep and mop floors
- Main Area** Clean counter tops if needed and window sills
Sweep and mop floors w/floor cleaner
Wipe refrigerators of fingerprints
Clean sinks in the bar and kitchen
If you use the stove or oven, you must leave it clean
- Outside** Sweep door mats
Clean fingerprints from glass doors
Clean cigarettes and trash from buckets
Leave deck clean
Pick up all trash and cigarette butts on grounds
- Chair room** All tables must be cleaned and replaced against the wall
Place all chairs on racks
Empty mop bucket

INVENTORY LIST

- 20 Tables
- 6 trash cans
- 9 traffic cones
- 12 barstools
- 166 chairs
- (5) 5gal water bottles
- Party Lights

I AGREE AND ACKNOWLEDGE ALL OF THE ABOVE.

Lessee: _____
Date: _____

Lessor: _____

Post Rental Confirmation that hall is left in good condition and all inventory is accounted for:

Donald: _____
Sandie: _____
Date: _____