

RENTAL AGREEMENT

THIS RENTAL AGREEMENT is made between the COUNTY OF SHASTA, hereinafter referred to as "LANDLORD," and _____, hereinafter referred to as "TENANT."

1. DESCRIPTION

LANDLORD hereby rents to TENANT, and TENANT hereby rents from LANDLORD, that certain real property located at 1605 Yuba Street, City of Redding, County of Shasta, State of California, otherwise known as the Redding Memorial Veterans Hall ("HALL").

2. TERM

The premises are rented for the period _____. 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 \$25.00 per day until the keys are returned to LANDLORD. **Duplication of keys is prohibited.**

3. RENT

The rent for the premises for the term as set forth at Paragraph 2 above, is \$_____, per day, which sum is due and payable on execution of this Agreement.

4. SECURITY/CLEANING DEPOSIT

A security/cleaning deposit of \$_____ is due and payable on execution of this Agreement. The Deposit shall be held until the return of keys. Costs incurred by the County to return the premises and property to as good a condition as existed prior to the commencement of this Rental Agreement shall be deducted from the Security/Cleaning Deposit.

5. PARKING

TENANT's use of the property shall include the parking lot at the south end of the premises, designated as Veterans' Hall parking. LANDLORD shall not be responsible for damage to property of TENANT or TENANT'S guests whether parked in the designated parking area for the Veterans' Hall 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 of as noted on Exhibit "A" herein incorporated into this Agreement. The premises shall be used for no other purpose without the written consent of LANDLORD.

7. UTILITIES

LANDLORD shall, at its sole expense, pay all utilities and services furnished to the premises during the term hereof. In the event TENANT desires telephone or other communication available at the premises, TENANT shall pay all such expenses.

8. **DAMAGES**

The TENANT is responsible for and shall reimburse the LANDLORD for any personal injury or property damage, or loss or liability of any kind incurred by LANDLORD 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 cleaned, tables repaired, and custodial time to clean the HALL if needed.

9. **HOLD HARMLESS**

TENANT shall defend, hold harmless, and indemnify Shasta 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 event as 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 LANDLORD the sum of \$_____ for insurance coverage as listed on the current tenant user event rates premium schedule or provide 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 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 ***Shasta County, its elected officials, officers, employees, agents, and volunteers as additional insured and provides that the coverage shall not be reduced or canceled without 30 days written prior notice certain to the County.***

11. **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.

12. **RULES**

TENANT shall comply with the Fee and Deposit Agreement (Exhibit "A") when applicable, Occupancy Rules (Exhibit "B"), the Cleaning Specifications (Exhibit "C"), and leave the premises as per Vets Hall Set-Up (Exhibit "D"). All exhibits are attached and incorporated herein.

13. **CANCELLATION**

This Rental Agreement may be canceled without penalty if confirmed in writing to the Shasta County Facilities Management Division of Department of Public Works fourteen (14) days prior to the date of the event. Renters who cancel less than fourteen (14) days before the date of the event will forfeit their security/cleaning deposit. Renters who cancel less than forty-eight (48) hours in advance of the date of the event shall forfeit the entire rental fee and security deposit. LANDLORD 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 LANDLORD. In such instances, LANDLORD may notify TENANT, either verbally or in writing, and shall return the rental fee and security deposit.

14. **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 LANDLORD: Facilities Management/Public Works Department
1958 Placer Street
Redding, CA 96001

If to TENANT: _____

15. **ASSIGNMENT**

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

16. **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.

17. **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.

18. **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____.

COUNTY OF SHASTA

TENANT
