



**SLEEPY HOLLOW HOMES ASSOCIATION
And
SLEEPY HOLLOW CHARITABLE FOUNDATION
COMMUNITY CENTER RENTAL AGREEMENT**

**1317 Butterfield Road, San Anselmo CA
Renter Information**

Name of Renter/User: _____

Address of Renter/User: _____

Contact: _____

Telephone: _____

Email: _____

Name of Cleanup Person: _____

Telephone: _____

Email: _____

Rental Property: Sleepy Hollow Community Center, 1317 Butterfield Road, San Anselmo CA

Date of Event: _____

Event Time: _____ am/pm to _____ am/pm. Total Hours: _____

Purpose: _____

Number of Guests (approx): _____

The above Renter/User agrees to rent the Community Center at 1317 Butterfield Road, San Anselmo, including tables and chairs, from the Sleepy Hollow Homes Association (SHHA) and Sleepy Hollow Charitable Foundation (SHCF) for the above time and purpose for the rental fees and deposits initialed below, and subject to all the terms and conditions herein. SHHA and SHCF agree to rent the Community Center on these terms and conditions. The rental premises consists of the Community Center building, playground, trash alley and parking area (herein referred to as the "Community Center"). The swimming pool and buildings other than Community Center are not included in this Rental Agreement (herein referred to as this "Agreement"). The snack bar and courtyard (except for access to play area) are not included unless noted by initials of all parties here. _____ Renter/User agrees that use of the Community Center is limited to the number of persons and purpose stated above.



FEES AND DEPOSITS

A. Renter/User shall initial the agreed rental fees and deposits as follows, and agrees to make these payments.

RENTAL FEES

Membership	Rate for first 3 hours	Rate for additional hours	Renter's Initials
SHHA	\$150/hr	\$50/hr	
Friends of Sleepy Hollow	\$150/hr	\$50/hr	
Non-Profit	\$150/hr	\$50/hr	
Non-SHHA member	\$300/hr	\$80/hr	

B. SECURITY DEPOSIT \$500.00 _____

C. CLEANING FEE \$200.00 mandatory on all rentals (Non-refundable) _____

TERMS AND CONDITIONS

The Security Deposit is to be delivered to the Community Center Manager at the time this form is submitted for approval. Balance of fees (including the Rental Fee and Cleaning Fee) shall be paid no later than 14 days before the event. It is understood and agreed upon that the Security Deposit is intended to encourage the user to adhere to all rules regarding the use of the Community Center and to return the premises in proper condition. If written notice of cancellation is received within **30 days** of requested usage, SHHA/SHCF reserves the right not to refund the Security Deposit. Failure to satisfy any of the terms and conditions of this Agreement or failure to adhere to the Rules and Regulations of the SHHA (including those set forth in **Exhibit A**) shall result in non-return of the Security Deposit.

Renter/User agrees that:

1. User will return the premises and all used inventory to SHHA/SHCF in as clean a condition as received. Such premises and used inventory shall include the Community Center, playground, trash alley, courtyard, snack bar, parking area, and all items used (tables, chairs, dishes, appliances, etc.) .
2. User will adhere to the Rules and Regulations of the SHHA/SHCF as regards to the use of the Community Center. A copy of said rules are attached hereto as **Exhibit A** and incorporated herein by reference.
3. User shall adhere to the Clean-up Checklist, which is attached hereto as **Exhibit B** and incorporated herein by reference.



4. User agrees that it will not sell alcoholic beverages on the premises without first obtaining a 24-hour liquor license. The Liquor license will need to be attached to this Agreement if there is intent to sell alcohol.

5. To the greatest extent permitted by law, User agrees to defend, indemnify and hold harmless the SHHA, SHCF, and the Sleepy Hollow Fire Protection District (“SHFPD”) and their officers, directors, managers, agents and members from any and all claims, liabilities, actions and liens of any kind or nature arising out of or as a result of the use of the Community Center under this Agreement.

6. User shall supply the SHHA with a certificate of insurance evidencing liability insurance coverage for personal injury and property damage in an amount of not less than \$1,000,000.00. Failure to provide such evidence of insurance no later than seven days prior to the rental/use date shall result in the cancellation of this Agreement and retention of the Security Deposit. All insurance required under this Agreement shall be issued by insurance companies authorized to do business in the State of California and which are acceptable to the SHHA.

7. User agrees to comply with all Federal, local and State laws, regulations and ordinances in the use of the Community Center. User agrees that this Agreement will be governed by California law.

8. User agrees to pay any clean-up costs incurred by the SHHA or SHCF in excess of the cleaning fee, if applicable, and/or repairs resulting from the use of the Community Center. User acknowledges that it is responsible for the acts of all of its guests. _____ **Initial**

9. User takes possession of the premises and use thereof shall constitute and acknowledge that the premises are in good condition and that all appliances are in working order. _____ **Initial**

Existing Damage noted if any:

10. User shall designate those persons responsible for cleanup, if other than User, as a contact under this Agreement. Naming persons responsible for onsite compliance and clean up does not relieve User from responsibility.

11. User recognizes that this facility is located in a residential neighborhood. Use of the Community Center must be conducted in a way that does not disturb the Community Center neighbors. If use of the Community Center under this Agreement results in any neighbor complaints to either the local authorities or the SHHA, the Security Deposit will not be returned.



12. This Agreement may not be assigned.

Renter

SHHA

Name: _____

Name: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

**RULES AND REGULATIONS
Exhibit A**

1. User shall follow the schedule for closing times set forth below:

	Music		Bar	Community Center
	Inside	Outside		
Sunday – Thursday	9:00 PM	9:00 PM	9:00 PM	10:00 PM
Friday	11:00 PM	10:00 PM	11:00 PM	Midnight
Saturday	11:00 PM	10:00 PM	11:00 PM	Midnight

2. Users and their guests will not deface or destroy the Community Center and or its fixtures and will not alter the Community Center or any of its fixtures.

3. User is required to remove any and all decorations as part of its cleanup. Decorations may **not be nailed, tacked or stapled** to any surface. No duct tape or masking tape; if tape is necessary, use painters' tape only

4. User shall reimburse the SHHA/SHCF in full for any and all damages or loss, including loss of use of the Community Center, incurred as a result of their use of the facilities or as a result of



the negligence of persons whom they have allowed on the premises and same may also be deducted from the deposit.



CLEAN – UP CHECK LIST

Exhibit B

Community Center- Interior

Return all stackable metal chairs to racks and folding tables to designated stacking area

Remove all decorations, fasteners, tape etc. No tacks, nails, staples. Painters tape only

Wash and put away all kitchen equipment and counters

Ensure bathrooms are clean with no paper products on floor

Clean and wipe down counters, sink and refrigerator

Check refrigerator for food items and remove

Check dishwasher for used kitchen items and run if necessary

Secure all windows and doors to locked position

Turn thermostats OFF

Turn off all lights without motion sensing switches, including restrooms

Prepare and deliver to Manager a list of any equipment or damages in the Facility which you have found to be not operating properly as well as any Items damaged during your use.

Community Center- Exterior

Clean up any trash or debris in outdoor areas

Empty all garbage and recycling receptacles into exterior bins and place a new can liner bag in all receptacles.

Do not put plastic bags in recycling bins; put plastic bags in garbage/landfill bins

Place food waste and paper plates and napkins in green recycling bins

Knock down cardboard and paper packaging to flat and place in blue recycling bin

Do not dispose of flammable items in on the property. Please take them home.



Leave any rental equipment or other items that need to be picked up (no food)
in trash alley