



Diamond Springs – El Dorado Firefighters' Association

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

MEMORIAL HALL SHORT TERM LEASE AGREEMENT

On the date stated below, the Diamond Springs-El Dorado Firefighters' Association, hereinafter referred to as Owner, and _____, hereinafter referred to as Tenant, enter this Agreement for the lease of the Diamond Springs-El Dorado Firefighters' 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.

Tenant's occupancy of the Hall shall commence at _____ a.m. / p.m. on _____ and shall end at _____ a.m. / p.m. on _____.

- Rent shall be \$ _____, for the Hall
 Rent shall be \$ _____, for the Outside Area (patio & grass)

- \$200 Security Deposit
 \$450 Additional Alcohol Deposit

SECURITY DEPOSIT

This security deposit is refundable upon satisfactory check out of the facility. A minimum security deposit of \$200.00 is to be paid upon execution of this lease, the rent and remaining alcohol deposit balance shall be paid no less than **fourteen (14) days** prior to the occupancy date. Security deposit checks will not be held but will be cashed and must clear prior to tenant's occupancy. If tenant does not pay the rent by its due date this agreement is automatically cancelled and the minimum security deposit is forfeited. If tenant cancels this lease less than **seven (7) days** prior to the date and time of occupancy the entire rent is forfeited.

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DAMAGE TO HALL AND/OR ITS CONTENTS

Tenant acknowledges that the Hall is leased together with its contents. Tenant accepts the Hall and its contents in good condition and Tenant agrees to return the Hall and contents in as good a condition as when received. Tenant will be responsible for all the damage to the Hall and its contents occurring during Tenant’s occupancy. **NO TACKS, STAPLES, NAILS or GLUE to be attached to the floor walls or ceiling. SMOKE GENERATORS ARE PROHIBITED!**

ALCOHOLIC BEVERAGES

Tenant agrees that during Tenant’s occupancy Tenant shall be solely responsible for the control of alcoholic beverage consumption at the Hall, and that the Tenant alone shall be responsible for any violation of the alcoholic beverage laws during the Tenant’s occupancy. Alcoholic beverages may be served or consumed between the hours of 8:00 A.M. and 10:00 P.M. only. Serving or consuming alcohol outside these hours or any alcohol related incident requiring law enforcement assistance constitutes a violation of this contract and is grounds for forfeiture of the entire deposit.

FIRE DEPARTMENT ACTIVITIES

Tenant acknowledges that the adjoining property is a working staffed 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 also acknowledges that the Owner and the Diamond Springs-El Dorado Fire Protection District are separate and distinct entities.

Note: this is a residential area – all doors and windows must be closed after 10:00 P.M. to prevent noise complaints. Music must be concluded by 11:00 P.M.

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INDEMINIFICATION

Insurance

Tenant shall obtain a policy of general liability insurance in a sum of not less than \$1,000,000 per claim where greater than 50 persons are expected and alcohol is to be served or consumed, and not less than \$500,000 per claim where less than 50 persons are expected and/or no alcohol is to be served or consumed. The certificate of insurance must include the Owner as an additional insured and shall not be cancelled until the date following the event, without prior notification to the Owner. The tenant’s policy will be primary and any insurance maintained by the Owner shall not contribute to it.

Indemnity

(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.

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CLEANING CHECK 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) per table
- Floors dust mopped
- Floors wet mopped
- Trash placed in dumpster behind fire station
- Turn off all lights INCLUDING the bathrooms
- Turn off heaters/air conditioners. There are (4) check all of them
- Close and lock all outside doors. There are (4) check all of them

Kitchen

- Clean all counters
- Clean stovetop and ovens
- 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 should be policed and any trash related to your event cleaned up

ALL ITEMS ON THIS LIST MUST BE COMPLETED IN ORDER TO BE REFUNDED YOUR DEPOSIT. If the hall is not left clean, your deposit will be kept in order to cover the cost of cleaning. If the deposit is insufficient to cover the cost of cleaning the responsible party will be billed the additional charges.

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Executed on _____, at Diamond Springs, California.

Tenant: _____ Owner: _____
(signature of tenant) (signature of hall manager)

_____ (printed name)

Received Security Deposit \$ _____ Check # _____ Date _____
Received Alcohol Deposit \$ _____ Check # _____ Date _____
Received Rent \$ _____ Check # _____ Date _____

**DIAMOND SPRINGS - EL DORADO
FIREFIGHTERS’ ASSOCIATION
MEMORIAL HALL**
501 Main Street
Diamond Springs, CA 95619
(530) 626-3190
(530) 626-3188 Fax

Amount to Return:	Return Deposit to:	
\$	Name	
Comments:	Address	
	City	State/Zip
	Phone #	Date of Rental