

**- COOL COMMUNITY ASSOCIATION, INC. -  
RENTAL AGREEMENT AND SECURITY/CLEANING REQUIREMENTS**

This Rental Agreement and Acknowledgement of Security Deposit/Cleaning Requirements is made between the Cool Community Association, Inc. referred to hereinafter as CCA and \_\_\_\_\_.  
*(renter name / printed)*

**TERM:** The term of this \_\_\_ ONE-TIME -*or*- \_\_\_ RECURRING\*(\*see accompanying Addendum) RENTAL starts on \_\_\_\_\_ at \_\_\_\_\_ and concludes on \_\_\_\_\_ at \_\_\_\_\_.  
*(date) (time) (date) (time)*

**RENTAL FEE:** \_\_\_\_\_ **SECURITY / CLEANING DEPOSIT:** \_\_\_\_\_  
*( must be separate from deposit payment ) ( must be separate from rental payment )*

**USE:** The CCA Hall shall be used by the Renter solely for the purpose of: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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**- LIABILITY INSURANCE -**

The RENTER must secure a liability policy. The RENTER will provide a Certificate of Liability Insurance to the CCA fifteen (15) days prior to rental commencement date. The insurance certificate MUST BE in the same name as the RENTER and CCA must be named as Additionally Insured. Insurance may be available as an add-on to Renter’s Homeowners Insurance Policy or purchased from an external source such as [theeventhelper.com](http://theeventhelper.com).

The following Coverage / Information must be provided and “specifically listed” on the Certificate:

- “\$1,000,000 for Bodily Injury & Property Damage Per Occurrence”

( And add for **RECURRING RENTALS ONLY:** “\$2,000,000 General Aggregate Per Occurrence” )

- “\$ ----- for Medical Expense Limit *(amount as listed on your existing policy’s Declaration Page)*”

- “Additionally Insured: Cool Community Association, Inc. - 1701 State Hwy 193 Cool, CA 95614”

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**LICENSES & PERMITS:** RENTER shall secure from the public agencies having jurisdiction, any license or permit required as to any activity or purpose for which the CCA or its premises are to be used and shall pay any cost or fees required for such license or permit. RENTER shall provide CCA copies of any such licenses and/or permits fifteen (15) days prior to commencement of the event. Licensing and Permit Contacts:

Alcohol Beverage Control Board (916) 227-2002 or [www.abc.ca.gov](http://www.abc.ca.gov)  
State Board of Equalization (916) 739-4911 or [www.boe.ca.gov](http://www.boe.ca.gov)  
El Dorado County Agency Offices

***Tenant shall bare sole responsibility for obtaining any permits, licenses, etc. that may be required – including, but not limited to, the serving of alcoholic beverages.***

**The Renter agrees to the contents of this page:**  \_\_\_\_\_  \_\_\_\_\_  
*(signature) (date)*

Renter shall not use or allow to be used for any other purpose, or in violation of any law, ordinance or government regulation or for any other purposes or in manner hazardous or unsafe to CCA or any of its occupants.

**ORDINANCES & STATUTES:** RENTER shall comply with all statutes, ordinances, and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force pertaining to the use of the premises.

**ASSIGNMENT & SUBLETTING:** RENTER shall not assign this agreement or sublet any portion of the premises without prior written consent of the CCA Agent.

**INDEMNIFICATION:** Neither the CCA nor any of its Agents or Members shall be liable for any damage or injury to any RENTER, or to any other person(s), or to any property occurring on the premises or any part thereof, or in common areas thereof, unless such damage is the direct result of the negligence or unlawful act of the CCA, its Agents or Members. RENTER shall defend, indemnify and hold harmless from any and all claims, losses, liability demands, suits or judgements, including attorney's fees, legal costs, and personnel costs, brought against the CCA by any person or entity for deaths or injuries to persons or for loss or damage to property arising out of or in connection with the use and occupancy of the CCA and its premises by RENTER, its agents, servants, employees or invitees.

The CCA shall not be liable for any damage or injury to Renter, its agents, servants, employees, or invitees or any other person, to any property occurring on the premises or any part thereof, or in common area thereof. The Renter accepts the leased premises in the "as is condition" and not hold CCA liable for any disruption of use or termination of use caused by ongoing construction, use restrictions or government regulations. The Renter shall not hold the CCA, the building, or CCA Members liable for any injury or damage resulting from any condition including: worn or defective floors, wiring, the breaking, freezing or stoppage of gas or plumbing. Furthermore, Renter agrees to assume the risk of injury to himself, his family or guest arising from slipping or falling in the common passageways, parking lot or other common areas, whether or not these areas are kept free of snow, ice and water. The Renter agrees to indemnify and hold the CCA harmless against any and all liability arising from injury during the term of this rental agreement to the person or property, occasioned wholly or in part by any act or omission of the Renter, Renter's guests, employees, and invitees. The CCA is not responsible for any property owned /or used by the Renter on the premises.

*The Renter agrees to the contents of this page:* **x** \_\_\_\_\_ **x** \_\_\_\_\_  
*(signature)* *(date)*

**SECURITY/CLEANING DEPOSIT:** RENTER shall pay a security/cleaning deposit in the amount of \$\_\_\_\_\_ upon execution of this agreement. If the amount of damage exceeds the amount of the security/cleaning deposit, the RENTER shall pay the CCA the amount of excess promptly upon demand by the CCA. If RENTER fails to pay such excess amount when so demanded, and the CCA brings suit against Renter to recover the same, CCA shall be entitled to be awarded costs and reasonable attorney fees in addition to any amount awarded to the CCA by the court for damage.

**DEDUCTIONS FROM SECURITY DEPOSIT:**

There will be deductions from your security/cleaning deposit for the following:

Gum on floor	\$100
Broken glass containers anywhere on property	\$50
Janitorial cleanup	\$25 per hour
Lights left on	Entire security/cleaning deposit
Oven left on	Entire security/cleaning deposit
Heating/Cooling left on	Entire security/cleaning deposit
Evidence of Indoor Smoking	Entire security/cleaning deposit
Unauthorized Alcohol	Entire security/cleaning deposit
Windows/Doors left open, unsecured	Entire security/cleaning deposit
Repairs for damages	Actual Cost

**DECORATIONS:** No thumb tacks, nails and/or staples are to be used on walls, floors or ceiling. No tape or foam on floors. All decorations must be UL approved (flame retardant). Masking tape or blue tape is the only tape allowed to attach anything to walls, chairs, floors and ceiling. Do not attach decorations to any ceiling fixtures. All tape must be removed. Bird seed, confetti, rice, glitter and tinsel are not allowed in the CCA Hall. Bird seed may be used outdoors for a Bride and Groom send-off. It is the responsibility of the RENTER OF RECORD to remove all decorations within the time frame as specified in this agreement.

The walls of the Cool Community Hall display many pictures, plaques and other mementos of historic significance. These items may not be moved, removed or obscured for decorations or any other purpose.

**SMOKING:** No smoking is allowed inside the Hall, under the front porch or the back porch. Cigarette damage (burns, ash, etc.) will be deducted from the security/cleaning deposit.

**ALCOHOL:** Every person who sells, furnishes, gives or causes to be sold, furnished or given away, any alcoholic beverage to any person under the age of 21 years is guilty of a misdemeanor. If it is determined alcoholic beverages of any kind are being served to anyone under 21, the event will be shut down and the security/cleaning deposit will be forfeited.

**LIGHTS/APPLIANCES:** The RENTER must turn off heating/cooling systems, turn off oven, turn off all lights and lock the doors. Failure to do so will result in forfeiture of the entire security/cleaning deposit.

**REFUNDS & CANCELLATIONS (*One-Time Rentals only*)**

Any cancellation MUST be made in writing. Cancellation forfeitures are as follows:

Cancellation within 15 days of the event will result in a 100% forfeiture of **deposit**.

Cancellation within 16 – 30 days of the event will result in a 50% forfeiture of **deposit**.

Cancellation within 31 days of the event will result in a 25% forfeiture of **deposit**.

Upon CCA’s receipt of the appropriate percentage of renter’s deposit, the entire **Rental Fee** will be refunded.

*The Renter agrees to the contents of this page:* x \_\_\_\_\_ x \_\_\_\_\_  
(signature) (date)

**DEPOSIT REFUND:** The deposit amount set forth in this agreement, if any, shall secure the performance of the RENTER'S obligation hereunder. Before the deposit is refunded, if any, all necessary repairs for damage to the CCA and extra janitorial service fees shall be deducted and the balance, if any, shall be refunded to the RENTER within 30 (thirty) days of the rental. The refund shall be sent to the name and address listed herein by the Renter.

**HALL SITE INSPECTION:** RENTER acknowledges that RENTER has examined the CCA Hall and premises, is satisfied with the condition thereof.

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**SET UP / CLEAN UP:** Any necessary Set up / Clean up relating to the event (including but not limited to chair and table arranging, decorations, food prep, etc.) is solely the Renter's responsibility and must be accomplished **within the time frame as specified in this agreement.** Additional access to the Hall prior to the time and date as specified in this agreement will require a separate Rental Agreement (contingent upon Hall availability). Additional time used by tenant after the time and date as specified in this agreement may be calculated based on the Rental Rate listed in this agreement and deducted from the Security Deposit.

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**MAINTAIN ORDER:** RENTER shall maintain order throughout the rental period, and shall not engage in, or allow others to engage in any event or conduct in the CCA Hall or on its premises, which may cause harm, injury or damage to any persons or property during the rental period. The RENTER is responsible and liable for all occupants and guests during the rental period. Failure of Renter to maintain order or to allow for harmful conditions which may put at risk or cause detriment in any way to Hall Property, Hall attendees or attendee's property may result in immediate Termination of Rental and Forfeit of Deposit.

Exterior areas of use are the front parking lot and the space immediately outside the backdoor as defined by the posted sign on the wood fence. The area beyond the posted sign is Not accessible.

**MAXIMUM SEATING OCCUPANCY – TABLES AND CHAIRS:** 151 People.

**MAXIMUM ASSEMBLY OCCUPANCY – STANDING ROOM ONLY:** 454 People.

**CAMPING:** Overnight camping is not allowed in the building or on the premises at any time.

**COMBUSTABLES:** ABSOLUTELY NO fireworks or pyrotechnics of any kind are allowed. NO open fires or candles on the premises or grounds at any time. Food warming sterno's are allowed in the kitchen area only.

**WAIVER:** No failure of the CCA or its Agents to enforce any term hereof shall be deemed a waiver, nor shall any acceptance of a partial payment of rent be deemed a waiver of the full amount thereof.

*The Renter agrees to the contents of this page:* **x** \_\_\_\_\_ **x** \_\_\_\_\_  
(signature) (date)

<b>CCA - RENTAL AGREEMENT - RENTAL RULES</b>	<b>RENTER INITIALS</b>
Renter MUST be at least 21 years of age.	<b>x</b>
Renter MUST be on CCA premises during the entire event.	<b>x</b>
Noise and/or Music may not exceed El Dorado County regulations.	<b>x</b>
Unheeded warning from the CCA Representative to reduce noise will be reported to the Sheriff or Law Enforcement, resulting in the immediate termination of the event and forfeiture of entire deposit and rental fee.	<b>x</b>
All event activities, noise and music will stop at the time designated on the Rental Agreement. The CCA Hall and surrounding property must be vacated by 12am.	<b>x</b>
Children must be supervised at ALL times inside and outside. No rock throwing, bottle throwing, littering, damaging flower beds or trees or any part of the grounds.	<b>x</b>
No gum allowed inside the CCA.	<b>x</b>
No fireworks, pyrotechnics or open fires on the CCA premises.	<b>x</b>
No property of the CCA or items belonging to the CCA should be removed or damaged. Actual Replacement Cost will be charged for anything missing or damaged plus forfeiture of entire deposit.	<b>x</b>
All cleaning must be completed by the time specified on the Rental Agreement.	<b>x</b>
<b>***Failure to follow this entire agreement will result in forfeiture of entire security/cleaning deposit***</b>	

<b>CCA - RENTAL AGREEMENT - CLEANING RULES</b>	<b>RENTER INITIALS</b>
Clean (wipe down) all tables and chairs and return them to the appropriate areas.	<b>x</b>
Floors – Do not use dance wax, sawdust or tape of any kind on the floors.	<b>x</b>
Sweep and spot mop the floors as necessary to remove spillage and at the end of the event. Return the HALL in the same condition as received or better.	<b>x</b>
A mop, bucket, broom and dust pan will be provided for your use.	<b>x</b>
Remove all trash and recyclables to the bins out back of the CCA – replace trash liners	<b>x</b>
Clean and mop kitchen, Clean all kitchen counters and spillage from kitchen cupboards and wipe off any spillage in refrigerator if used.	<b>x</b>
Clean and rinse out kitchen sinks, if used.	<b>x</b>
Sweep bathroom floors. Sweep both exterior mats.	<b>x</b>
Clean and rinse out bathroom sinks, if used.	<b>x</b>
Rinse out mop and wring out when finished and return to storage.	<b>x</b>
Remove food from oven and warming drawer.	<b>x</b>
<b>***Failure to follow this entire agreement will result in forfeiture of entire security/cleaning deposit***</b>	

The Renter agrees to the contents of this page: **x** \_\_\_\_\_ **x** \_\_\_\_\_  
(signature) (date)

**ENTIRE AGREEMENT:** The foregoing constitutes the entire agreement between the parties and may be modified only in writing, executed by both parties. By signing this agreement, RENTER acknowledges that he/she has read, understands and will adhere to this entire agreement.

**RENTER SIGNATURE:** x \_\_\_\_\_ **DATE:** \_\_\_\_\_

**RENTER (PRINT NAME):** \_\_\_\_\_

**CCA AGENT SIGNATURE:** x \_\_\_\_\_ **DATE:** \_\_\_\_\_

**CCA AGENT (PRINT NAME):** \_\_\_\_\_

**RENTER INFORMATION:**

**RENTER NAME (Please Print):** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**PHONE #** \_\_\_\_\_ **CELL #** \_\_\_\_\_

**EMAIL ADDRESS:** \_\_\_\_\_

**CALIFORNIA DL #:** \_\_\_\_\_

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Rent Received \$ \_\_\_\_\_ ( cash \_\_\_\_\_ check# \_\_\_\_\_ money order \_\_\_\_\_ ) Date: \_\_\_\_\_  
**( must be separate from deposit payment )**

Deposit Received \$ \_\_\_\_\_ ( cash \_\_\_\_\_ check# \_\_\_\_\_ money order \_\_\_\_\_ ) Date: \_\_\_\_\_  
**( must be separate from rental payment )**

By: \_\_\_\_\_

Deposit Returned \$ \_\_\_\_\_ ( cash \_\_\_\_\_ check# \_\_\_\_\_ money order \_\_\_\_\_ ) Date: \_\_\_\_\_

By: \_\_\_\_\_

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CCA AGENT: Geoff Leiter, Hall Director - 530 320 2093

CCA HALL PHONE: 530 885 9425

CCA WEBSITE: coolcommunityassociation.org

CCA MAILING ADDRESS: Cool Community Association, Inc. - P.O. BOX 171 COOL, CA 95614

**MAKE CHECKS / MONEY ORDERS PAYABLE TO: Cool Community Association, Inc.**