

**Mulford Gardens Improvement Association**

13055 Aurora Drive, San Leandro CA 94577

**PROPERTY RENTAL AGREEMENT**

**This Property Rental Agreement page 1 to page 10 was revised on 06/05/2022.**

Event Date

First & Last Name

**1) Understanding the Calendar**

**There will be this:** (hypothetically)  
**"Blank"** (Meaning the date is "open.")

**Or there will be this:**

**Maria (B)**

(Which means **Maria** is booked, has paid her deposit.)

**Or there will be this:**

**Maria (P) (Maria** is pending, has 7 days, first choice to book.)

**Or there will be this:**

**Maria (P2) (2 people** are in line which means 14 days until it is open again. **Unless the first one books in their 7 days.)**

Continue above to the right.

**2) Making a choice:**

Choose an **Open** date and you will be "penciled in. (You will have 7 days "first choice.")

Choose a **Pending** date, and you will be put in line at second place.

Suggestion: If another date will work select it as **# 2 Choice.**

Choose more than one date is O. K. (Just mark them 1 and 2.)

**Note: You will not be able to submit a contract unless you have requested an "open" date and been "penciled in."**

**3) Selecting total time.**

How many **hours** would you like your **main event** to last?

How much time would you like to spend on **set up the day before**, if available, and **Setup the morning of**, and how much time do you expect for **clean up**.

Main event	<input type="text"/>
Setup day before	<input type="text"/>
Setup morning of	<input type="text"/>
Clean up	<input type="text"/>
Total hours	<input type="text"/>

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**2022 contract rate:** (Price structure: \$400 base for 2 hours, plus \$30 per hour addition after that,)

14 hours: \$760,  
13 hours: \$730,  
12 hours: \$700,  
11 hours: \$670,  
10 hours: \$640,  
9 hours: \$610,  
8 hours: \$580,  
(8 hrs is Minimum for Saturday.)

7 hours: \$550,  
6 hours: \$520,  
(6 hrs is Minimum for Sunday.)  
5 hours: \$490,  
4 hours: \$460,  
3 hours: \$430, and  
2 hours: \$400,  
(For weekdays, except national holidays, 2 to 5 hours will start at half price.\*)

Enter "Fee" to this point:

(Note: the deposit is what secures your date, not the fee. The "Fee" will be due 30 days before your event.

**If you wish to use a "Jumper," add \$35 for "jumper" electricity when you submit your total "Fee" below.**

(If you provide your own power (a generator,) this fee is not required.)

**If using a jumper, regardless of who is providing the power, you will need to include the liability form (found on the website,) in addition to this signed contract.)**

Final total fee:

**METHODS OF PAYMENT (in order of MGIA's preference:)**

- 1) Zelle (Typically from your banks mobile APP.) Select recipient: <treasurer@mulfordgardens.org> And in first name field type: Mulford Gardens I A (short for Mulford Gardens Improvement Association.) and leave the last name field blank.
- 2) Cashier's check, or Money order to MGIA.
- 3) Personal Check to MGIA,
- 4) Cash.

\* Introductory offer of ½ price for first month.

**"Fill in form all but signatures, print and add signatures to hard copy"**

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**I am** (print)   
Signed:

**the primary person** to be held responsible for having these rules and regulations followed by all attending this event for the duration of this said event.

**My check mark** in the box, prior to each statement, will indicate that I do agree.

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If a translator is needed, he/she must be at least 21 years of age with proper identification and by signing below is authorized by the Renter to speak for the Renter signing this Agreement. Enter **NA** if no translator is required.

Translator Name (Print)	<input style="width: 100%; height: 25px;" type="text"/>
Sign:	<input style="width: 100%; height: 25px;" type="text"/>
Photo I. D.#	<input style="width: 100%; height: 25px;" type="text"/>

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**To hold this particular event date.**

I have submitted this signed contract committing to the requirements, conditions and delivered the required deposit fee of \$500

Event date:

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The deposit has been delivered by the following mentor printed below.

(Zelle, cashiers check, money order, personal check, or cash.)

(If paid by personal check, the check must clear before the date is secured.)

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**Rental Fee**            The rental fee has been determined in **Page Two** of this agreement and is repeated again in the box just to the right.

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**MGIA Volunteers**

- On the day of your event a Mulford Gardens Volunteer (your host,) will meet you at the park and will go over an abbreviation of this contract. We will have a copy of the contract for reference. Please do not make our host wait for you. Your host is a volunteer, as are all the MGIA representatives making this possible for you.
- A Mulford Gardens Volunteer ("your host") will meet you at the park at your 'early set up,' (if you have one,) or the 'day of your event,' and will go over some primary contract issues and answer any last minute questions. One **primary issue** will be that the tables and chairs must be returned to the building they came from, and we will require a key person, of your choice, to facilitate this issue, and we recommend a back up to him/her. **[There will be thorough instructions, diagrams, and pictures in a folder left for your facilitator(s.) The deposit will not be refunded** until all the tables and chairs are back where they came from.
- Another Primary Issue is RECYCLING REQUIRED.** We will provide two large blue wastebaskets in the Clubhouse with two large standard wastebaskets, one Blue Recycle wastebaskets with one standard wastebasket in the Scout Shack, one large 55 gallon Blue recycle barrel with two standard 55 gallon trash barrels outside in front of the Clubhouse porch, and the STD ACI curbside Blue Recycle barrel near the main dumpsters, ALL FOR BOTTLES CANS, CARD BOARD and other recycle waste. After the event if the ACI curbside barrel is not full **and** bottles and/or cans are found in the trash dumpster there will be a \$50 fine deducted from the security deposit.

**Contract Restrictions**

- Certain Breaches of this Agreement warrant immediate termination of the Rental and forfeiture of all Rental Fees and Security/Damage deposits.
- Renter must expressly consents to the inspection of the premises by MGIA representative and/or the San Leandro Police Department or other law enforcement agency at any time during the rental period.
- Picking up after the event is **required** and is to be done before vacating MGIA property. This means removing all trash, food, decorations, cigarette butts, and bottles, cans, etc. and placing them in the small (5-yard) dumpster in the parking lot. These areas include the two buildings, the grounds outside the buildings in the playground, in the parking lot, and /or on the sidewalk/street in front of the property.

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- Renter will see that all major debris is swept from building floors; and that significant spills inside the buildings (in bathrooms, on the stove, refrigerator, freezer, counters, shelves, appliances, floors) be wiped up. Standard cleaning supplies will be provided under the sink and in the kitchen.
- Please bring one or two strong flashlights to police the area when your party ends after darkness has arrived.
- All clean up and trash removal should be completed before securing the property and leaving. If MGIA personal has to correct /clean the debris (such as but not limited to; cigarette butts, beer bottle caps, candy wrappers, straws and sleeves to boxed drinks) from the property. has to clean debris or spills or garbage from the building or grounds there will be a charge of \$40 / hour to to-do it for you.
- All building doors, windows and gates are to be securely locked upon exiting and if keys were requested the keys will be placed in the locking mailbox in front of the dumpster.
- If desired by the responsible party, an MGIA representative and the Renter or designated person will perform an inspection of the property the day following the Rental and together will review the checklist of items to ensure all have been met to the satisfaction of MGIA representative. If this option is not chosen, all determination will be by MGIA representative(s) and will be binding.
- I understand that a check or money transfer for the Security/Damage Deposit, less any costs associated with missing or damaged items, cleaning costs or failure to securely lock up the building(s) and gates will be delivered within the week following the rental and only to the Renter who has signed this Agreement. (This deposit return can often be accomplished the next day by bank transfer.)
- The parties agree that in the event of a breach of the Agreement, MGIA reserves the right to immediately terminate the Rental (prior to or during the Rental period) if any of these breaches come to MGIA's attention.

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**MGIA Contract on decorations and music.**

- The Renter agrees that decorations shall **NOT** be attached to, or suspended from, the walls, ceilings, lighting fixtures, existing wall decorations, woodwork, or window treatments; by use of anything that does not come off completely (this includes adhesive tapes, clear plastic, paper masking or duct tape. Only 3M **Blue “painter's tape” or Green “froggy tape”** is allowed and must be completely removed when cleaning premises. Use of scotch tape, clear plastic tape, duct tape, glue, tacks, staples, nails, screws, or pins of any type is forbidden.
  
- When cleaning up after rental all painters tape **Must be removed and** pay especial attention to UNDER TABLES if used to secure tablecloths to tables.
  
- NO CONFETTI** in the form of **glitter**, streamers, small pieces of paper or plastic, children's “rock candy” (or any food substance such as dried corn or rice,) of any any type is to be allowed in the buildings or on the grounds If a confetti type material is desired, it is suggested to use bird seed outdoors only.
  
- NO HELIUM OR ARGON BALLOONS IN THE PARK** or popping any balloons with confetti in them in the park. Balloons invariably get released on accidentally (or on purpose,) and get hung up in the trees.
  
- NO** candles or open flames are permitted inside or on the grounds around the buildings at any time. Candle wax melted into the concrete will need to be cleaned and is near impossible to do that. The Citronella candles provided by MGIA are one exception.
  
- NO** smoking is allowed anywhere indoors. Smoking is also prohibited anywhere on the grounds that are susceptible to fire conditions (pine needles/natural vegetation). This includes everywhere but the gravel driveway and cement barbecue area. Buckets with sand will be provided in these areas.

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- No D.J.s (Disk Jockeys), No Live bands with amplified music, or amplified music** from any source, are allowed if this disturbs the neighbors. The renter must have his or her phone on and must answer it during the event if for some reason the event is making more noise than tolerable. You can designate a person responsible for this task but you must provide this phone number prior to the beginning of your event, and give it to the Host at first meeting.
- Amplified music is permitted, i.e. iPod speakers, boom boxes but **MUST BE INSIDE THE BUILDING**. Speakers may not be arranged inside the building such that they
- face out of a windows or open doors. The MGIA Clubhouse has a sound system you may use - it is Bluetooth and will work from your phone, it to can be to load with doors and windows open.
- The above music loudness requirements are for the consideration of the neighbors, surrounding nationhood's and any applicable San Leandro noise ordinances. Because the loudness of music will not be measured, an MGIA representative will use their discretion (if necessary) as to whether music is too loud and will tell you to turn it down.
- If the San Leandro Police Department is summoned to the Buildings and Grounds due to excessive noise, unusual disturbances, or probable cause, the Renter must comply with any direction given by the SLPD.
- NO** weapons, fireworks, or the use / distribution of illegal substances are allowed.
- NO** serving of alcohol to minors and no selling of alcohol to anyone is allowed.
- NO** charging an entry fee for the event, unless previously authorized in the contract by MGIA
- Misrepresenting the purpose and nature of the event on this contract and the number of people attending will result in the loss of some or all the Security/Damage deposit.
- All garbage and debris from Rental are to be deposited in the **SMALL** dumpster only, not the large Green Waste Dumpster. Your party will be summoned to remove it to the proper receptacle before any deposit is refunded.
- The use of all or any jumpers and/or any inflatable play devices are governed by the current County rulling, and if allowed a \$35 fee will be added to the rental fee for power, if plugged in at the MGIA park, and a Jumper Release form must be **submitted along with the rental contract. (Available on the wed site.)**

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#### General statement

- All information provided by the Renter herein or otherwise must be made accurately and truthfully. Any incorrect, misstated, and / or misrepresented information by the responsible party will result in forfeiture of Rental Fee and Security /Damage deposit. Failure to follow all rules agreed to by signing this will result in forfeiture of the Rental Fee and Security/ Damage deposit.

#### Responsible Party's signature:

#### Final Acknowledgment and Signature

- Any individual signing this Agreement must be at least 21 years of age and be able to provide photo proof of identity.
- This form must be completed, signed and returned with the Security/Damage deposit of \$500.00 in the form of deposit of \$500.00 in the form of a Zelle bank transfer, money order, cashiers check, a personal check (cleared by the bank,) or cash. In the event a personal check is returned for non-sufficient funds; the Rental will be canceled immediately, and the Renter
- Another of the forms of payment will be required for payment of Rental Fee and Security/Damage deposit.

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**General statements and confirmation to all of the above**

All information provided by the Renter herein or otherwise must be made accurately and truthfully. Any incorrect, misstated, and / or misrepresented information by the responsible party will result in forfeiture of Rental Fee and Security /Damage deposit. Failure to follow all rules agreed to by signing this will result in forfeiture of the Rental Fee and Security/ Damage deposit.

Any individual signing this Agreement must be at least 21 years of age and be able to provide photo proof of identity.

This form must be completed, signed and returned with the Security/Damage deposit of \$500.00 by way of a Zelle bank transfer, money order, cashiers check, a personal check (cleared by the bank,) cash. In the event a personal check is returned for insufficient funds the Rental will be canceled immediately, and another form of payment mentioned above will be required.

**Responsible Party's**

**Signature:** \_\_\_\_\_

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**One of these people must be at the event at all time**

**Primary and secondary responsible party**

Rental date:	
Day of the week:	

**Primary person:**

Name:	
Address	
State/Zip:	
Drivers License:	
DOB:	
Cell phone.	

**Secondary person:**

Name:	
Address	
State/Zip:	
Drivers License:	
DOB:	
Cell phone.	

Primary Responsible Party approving the entire contract:

Signature: \_\_\_\_\_

Date: \_\_\_\_\_