

____ Rental Agreement is in force whether **Rain or Shine**. No refunds regardless of weather conditions.

____ Rental Agreements signed less than thirty (30) days prior to Rental date and canceled prior to date of Rental will result in forfeiture of the Rental Fee. Refund of Security/Damage Deposit only will be made by check and sent via U.S. Mail to the Renter/Responsible Party whose signature is on this Agreement within one week of receiving the written cancellation notice.

____ Refund Policy: \$500.00 Security/Damage deposit will be refunded by check via U.S. Mail, about one week from date of Rental occupation, less any costs associated with missing or damaged items, cleaning costs or failure to securely lock up building(s), (including windows, doors) and gates when exiting premises. Keys are to be placed in the locking mailbox in the front of the park. Failure to securely lock the Building(s) and Gates when leaving the property at any time during the rental period will result in forfeiture of Rental Fee and Security/Damage Deposit.

Special Note: The Security Deposit is to insure renters **clean up** after their event, and follow rules set forth in this agreement.

The next morning after your event a MGIA representative will inspect the clubhouse and park grounds. If cleaning is needed. For example: Trash in any form (i.e. candy wrappers, water bottles, cups, plastic forks, cellophane straw wrappers, **beer bottle caps**, cigarette butts, confetti) is found in the park grounds. You will be charged \$40 an hour per MGIA representative who has to come to the park and clean up after your rental. If three MGIA representatives is needed to clean up, then it is \$40 an hour times three. This will be deducted from your security deposit.

You will be responsible for actions of your guests. For example, if they stomp cigarette butts or flip their beer bottle caps off on the ground, you are responsible for picking those up and disposing of them in trash.

____ The Renter/Responsible party is responsible for M.G.I.A. property for the duration of the Rental period. The building(s), gates and grounds are to be secured and locked if the Renter/Responsible party leaves the premises for any reason. Any loss of property or damage to M.G.I.A. property while Renter/Responsible Party is in possession of M.G.I.A. keys will be reimbursed fully by the Renter/Responsible Party.

Explanation of Rental rates shall be as follows:

____ **Day rate for SATURDAYS** to rent the clubhouse(s) and grounds shall be \$600.00 per 12 hour day (10:00 am to 10:00 pm.) There will also be an additional \$500.00 Security Deposit. Security Deposit will also secure your reservation. Security Deposit will be returned **minus** any contract violations (costs stated or otherwise) per this rental agreement. **Party must be ended by 10:00pm.**

____ **Day rate for SUNDAYS** to rent the clubhouse(s) and grounds shall be \$425.00 per 6 hour day (12:00 noon to 6:00 pm.) There will also be an additional \$500.00 Security Deposit. Security Deposit will also secure your reservation. Security Deposit will be returned **minus** any contract violations (costs stated or otherwise) per this rental contract. **Party must be ended by 6:00pm.**

____ On the day of your Rental a Mulford Gardens Volunteer will meet you at the gate and give you the keys for the facility and go over everything with you. PLEASE DO NOT MAKE OUR VOLUNTEERS WAIT for you
PLEASE ARRIVE ON TIME - **SATURDAYS 10 AM - SUNDAYS 12 NOON**

RESTRICTIONS

Certain Breaches of this Agreement warrant immediate cessation of the Rental and forfeiture of all Rental Fees and Security/Damage deposits.

____Renter/Responsible Party expressly consents to the inspection of the premises by M.G.I.A. and/or the San Leandro Police Department or other law enforcement agency at any time during the rental period.

____Cleaning the Building(s) after the event is **required** and is to be done before vacating M.G.I.A. property by 10:00 pm on Saturdays and 6:00 pm on Sundays the day of rental. This means removing all trash, food, decorations, cigarette butts, and bottles, cans, cleaning supplies, etc. and placing them in the small dumpster in the parking lot. Any debris associated with and resulting from the use of M.G.I.A.'s rental property, (cups, plates, bottles, diapers, decorations, food, personal property used in conjunction with the rental, etc.) must also be picked up and disposed of in the small green dumpster by the time you leave. These areas include the Building(s), the grounds outside the buildings, in the playground, in the parking lot, and /or on the sidewalk/street fronting the property.

____**RECYCLING REQUIRED.** We provide Blue Recycle Cans to separate cans, bottles and cardboard from regular trash. Recycling material (i.e. cans, bottles, cardboard) should **NOT be placed in small dumpster.**
A FINE of \$50. will be deducted from security deposit if this rule is not followed.

____Renter/Responsible Party will provide their own cleaning supplies including broom, rags, cleansers, etc. Renter/Responsible Party will sweep all floors, front porch, and walkway/sidewalks, wipe down all spills in the bathrooms, on the stove, refrigerator, freezer, counters, shelves, appliances, floors and pick up all litter from clubhouse grounds, and children's play area. etc. 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 by 11:00pm (Saturdays) or 7:00 pm (Sundays) the day of Rental. If M.G.I.A has to clean debris or spills or garbage from the **building or grounds** there will be a charge of \$40 / hour to correct /clean the debris (such as but not limited to; cigarette butts, beer bottle caps, candy wrappers, straws and sleeves to boxed drinks) spills. or other garbage.

____All building doors, windows and gates are to be securely locked upon exiting and the keys placed in the locking mailbox in the front of the park.

____If desired by the renter, a M.G.I.A. representative and the Renter/Responsible 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 completed to the satisfaction of M.G.I.A. representative. Otherwise determination will be by MGIA representative(s) and will be binding.

____I understand that a check 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 mailed within two weeks of rental and only to the Renter/Responsible Party who has signed this Agreement.

____The parties agree that in the event of a breach (as outlined below) of the Agreement, M.G.I.A. reserves the right to immediately terminate the Rental (prior to or during the Rental period) if any of these breaches come to M.G.I.A.'s attention.

____Any intended use by the Renter to provide play equipment (i.e. Blow Up **JUMPER**, etc.) will only be allowed upon proof of Renters securing Liability Insurance either through the play equipment provider or a third party insurer. Additionally, the renter will provide a release of liability from the rental company, absolving M.G.I.A. of any and all liability for the Renters intended use on M.G.I.A. Property. Signature of this agreement releases M.G.I.A. from any liabilities to the Renter, to the Renter's guests, and to the provider of the play equipment with respect to all play equipment. M.G. I. A. charges an addition fee of **\$25.(per jumper)** to cover the electricity use for the jumper.

____All information provided by the Renter herein or otherwise will be accurate and truthful. Any incorrect, misstated, and / or misrepresented information by the Renter will result in forfeiture of Rental Fee and Security /Damage deposit. Failure to follow all rules agreed to by signing this agreement will result in forfeiture of the Rental Fee and Security/ Damage deposit.

INSERTS TO MGIA CONTRACT

A. Indemnity/Hold Harmless

____Renter, individually on and behalf of his guests, agrees to indemnify and hold harmless MGIA, and its agents, officers and directors, from and against any and all claims, damages, or actions of any kind for injury or death, or damage to property, resulting in any way from use of, or activities on and around, the rental property, and Renter and his guests further waive any and all such claims as against MGIA.

B. Arbitration

____Renter, individually on and behalf of his guests, agrees to submit to binding arbitration before the American Arbitration Association any and all claims, demands disputes or causes of action against MGIA, or its agents, officers and directors, of any kind for injury or death, or damage to property, resulting in any way from use of, or activities on and around, the rental property. Renter and his guests further acknowledge and understand that by agreeing to submit all such disputes to binding arbitration that each is waiving rights to a trial by jury and the rights to appeal (among other rights).

____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 adhesive tapes including 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 from walls and under tables** if used to secure table cloths 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 type is to be allowed in the Buildings or on the grounds outside of the Buildings. If a confetti type material is desired it is suggested to use bird seed outdoors only.

____**NO RELEASING BALLOONS IN THE PARK** or popping balloons with confetti in them in the park
____**NO** candles or open flames are permitted inside or on the grounds of the buildings at any time.

____Building occupancy is limited to 50 persons per building (including infants and children) per the Alameda County Fire Department code.

____**NO** smoking is allowed anywhere indoors. Smoking is prohibited anywhere on the grounds that are susceptible to fire conditions (pine needles/ natural vegetation). Smoking is only permitted in gravel driveway or Cement barbecue area Buckets with sand in appropriate smoking areas are provided to discard used cigarette debris.

____**No D.J.s (Disk Jockies) , No Live bands with amplified music and drums or adult dance parties.**
This venue can not permit any loud music, because of the proximity of the close neighboring houses. 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.

____**Music CANNOT be too LOUD it must stay at a moderate volume.** Music must not interfere with the neighbors, surrounding neighborhoods, or 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. The MGIA representative’s decision is binding.

____If the San Leandro Police Department is summoned to the Buildings and Grounds due to excessive noise, unusual disturbances or probable cause, or if the Renter/Responsible Party and attendees have not ended the party (an appropriate amount of time is allowed for cleaning after the party has ended) by 10:00pm Pacific Time, the Renter/Responsible Party and all attendees must exit the premises immediately.

____**NO** weapons, fireworks, or the use / distribution of illegal substances are allowed.

____**NO** serving of alcohol to minors is allowed.

____**NO** charging an entry fee for the event, unless previously authorized in the contract by M.G.I.A.

____Misrepresenting the purpose and nature of the event on this contract and the number people attending will result in forfeiture of Rental Fee and Security/Damage deposit.

____All garbage and debris from Rental are to be deposited in the **SMALL** dumpster only (Not the large Green Waste Dumpster).

ACKNOWLEDGEMENT AND SIGNATURE

The 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 a personal check (30 days before event for personal checks) or cashier's check, or cash. In the event a personal check is returned for non sufficient funds, the Rental will be canceled immediately and the Renter/Responsible Party will reimburse M.G.I.A. for any and all bank fees assessed. No personal checks will be resubmitted for payment. Cash or a cashier's check will then be required for payment of Rental Fee and Security/Damage deposit.

Clubhouse Rental Date: _____/_____/_____ Day of the week: _____

Name of Renter/Responsible Party (PRINT): _____

Address: _____

City: _____ Zip Code: _____

Driver's License #: _____ State issued: _____ Date of Birth: ___/___/___

Day phone: _____ Cell Phone: _____ Emergency Phone: _____

Reservation Fee / Security / Damage Deposit: \$ _____ Date received _____/_____/_____

Cash \$ _____ Cashier's or Personal Check # _____ Bank Name: _____

Received by: _____ Date: _____/_____/_____

Rental Payment: \$ _____ Date received _____/_____/_____

Cash \$ _____ Cashier's or Personal Check # _____ Bank Name: _____

Received by: _____ Date: _____/_____/_____

Type of Event: _____ Number of attendees: _____

Note: Refunds in the form of a check written on the M.G.I.A. account will be made only to the individual completing and signing this Agreement at the address listed above.

AGREEMENT

RENTER/RESPONSIBLE PARTY SIGN ACKNOWLEDGMENT BELOW:

I, (Print Name) _____
do hereby certify that I am at least 21 years of age and do hereby acknowledge that I have read, understood and initialed all subparagraphs this M.G.I.A. Property Rental Agreement. By my signature below I am stating that I understand and agree to abide by the M.G.I.A. Property Rental Agreement and I have answered all questions truthfully. In the event of any dispute or controversy arising out of this Agreement, including guests of Renter/Responsible Party and M.G.I.A., it is agreed that jurisdiction is conferred upon the American Arbitration Association of Alameda County whose decision shall be binding to all parties.

Signature of Responsible Party _____

Date _____ / _____ / _____

Date of Event _____ / _____ / _____