

Mulford Gardens Improvement Association
(Renters Info, Contract and Deposit Instructions.)
13055 Aurora Drive, San Leandro CA 94577
(revised on 09/17/2022)

Download this file to your phone or computer first, then open it and fill it out.

See file attached: Notes and additions 8-19-22-rev2.pdf for signature instructions,

Event date.

Day of the week.

Responsible party's First name.

Primary and Secondary responsible party's info.

One of these people must be at the event at all time and monitor text messaging.
(It is not mandatory to have a secondary responsible party.)

PRIMARY PERSON'S INFO:

Name:

Address:

City, State and Zip:

Primary email address:

DOB: (optional)

Cell phone:

SECONDARY PERSON'S INFO:

Name:

Address:

City, State and Zip:

Primary email address:

DOB: (optional)

Cell phone:

The Contract Begins:

A check mark in this Box and the remaining boxes on down means you agree.

All statements on these 7 pages apply to this contract.

At the time of your event a **Mulford Gardens Volunteer (your host,)** will meet you at your first arrival at the park and will go over some primary contract issues and answer any last minute questions.

TWO PRIMARY ISSUES ARE "TABLES AND CHAIR," AND "TRASH.")

Tables and chairs must be returned to **the building they came from,** and we recommend you have a person, of your choice, be responsible for this issue, and we even recommend a back up to them.

There will be pictures and diagrams helpful in where things came from on the wall at the end of the hall outside the restrooms. **The deposit will not be refunded until all the tables and chairs are back where they came from.**
(We have no one available to do this.)

Another Primary Issue is **TRASH AND RECYCLING.** We will provide liners in all waste baskets and barrels in the buildings and yard. **Please use the RECYCLE wastebaskets and barrels, emptying them into the large "ACI curbside barrel" until it is full and then everything else goes in the 4 yard dumpster with regular trash.**

More Contract Restrictions

Renter must consent to the inspection of the premises by any MGIA representative and/or the San Leandro Police Department or other law enforcement agency at any time during the rental period.

Picking up the yard after the event is also required and is to be done before vacating The park property. This means removing all trash, food, decorations, cigarette butts, bottles, cans, etc. in the parking lot around the playground, and all the way out to the street, and placing them in the small (4-yard) dumpster

Renter will see that all debris is swept from building floors; and that significant spills inside the buildings (in bathrooms, on the stove, refrigerator, counters, shelves, appliances, floors) be wiped up. Standard cleaning supplies will be provided under the sink in the kitchen.

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 mail slot in the door to the left of the main double entrance.

If the responsible party would like, 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 days, pending any disputes and only to the person approved by the person who has signed this Agreement.

(This deposit return can often be accomplished the next day by bank transfer.)

Cancelation and Weather

Cancellation Policy. Written cancellation must be received by MGIA forty-five (45) days prior to the date of Rental to receive a full refund of Rental Fee and Security/Damage Deposit. The Renter/Responsible Party will forfeit the entire Rental Fee based on the schedule above if written cancellation is not received by MGIA forty-five (45) days prior to date of Rental. Refunds will be made by check or Zelle to the Renter/Responsible Party whose signature is on this Agreement within one week of receiving the written cancellation notice.

Refund return policy: \$500.00 Security/Damage deposit will be refunded by way of Zelle, or MGIA check (in person within the next week from date of event,) less any costs associated with any additional cleanup required, missing or damaged items, or failure to securely lock up building(s), including windows, doors and gates, when exiting premises. If keys are left with responsible party, they are to be placed in the mail slot when you leave. Failure to securely lock the building(s) and Gates when leaving the property at any time during the rental period will result in a loss of some part of the Security/Damage Deposit. (Mail slot is in door adjacent to main double door.)

To reiterate. The Security Deposit is to ensure renters clean up after their event, and follows 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 must come to the park and clean up after your rental. When possible, you will be contacted and offered the opportunity to come do the cleaning yourselves. An example of how the cleaning cost works is, if there are three MGIA representatives needed to clean up, then it is \$40 an hour times three that will be deducted from your security deposit. As stated above the responsible party is responsible for actions of all your guests.

The booking is binding rain or shine. (MGIA has umbrellas and 2 canopies available.)

As stated above, this contract is binding and can only be canceled if requested 45 days prior to event date by email with an acknowledgement/approved by email. An exception will be made if your "event date" is refilled by another standard rental.

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 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.

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 load 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.

Other restrictions.

All garbage and debris from Rental are to be deposited in the SMALL (4 Yard) 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.**

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.

Jumper use.

Included on the contract, Yes or no. _____.

If not using Jumper, no need to check boxes

The use of all or any jumpers and/or any inflatable play devices are governed by the current County ruling, and if allowed a \$35 fee must be added to the rental fee for power, if plugged in at the MGIA park, and the following items must be checked and included in/with this contract.

You and all your guests release Mulford Gardens Improvement Association all Officers, Directors, Board Members, and the paid members of MGIA from any and ALL liabilities in the form of injury, financial loss, personal loss, or any other kind of cost or suffrage resulting from the use or misuse of equipment requested and installed on the MGIA property at the above address provided by

Company Name:

Company Address:

Company Phone number:

Type of equipment:

This equipment company has a current liability insurance policy that covers liabilities for the use, placement, and potential damages from their equipment.

This liability waiver, includes associated equipment (assessors,) such as, and not limited to all electrical cords used to power the equipment.

Security deposit paid by responsible party required by the MGIA Rental Contract may be used providing there are no other issues that must be paid according to Rental Agreement. Damage cost beyond the value of the Security Deposit shall be paid by the responsible party.

End of additional Jumper liability documentation.

General Wrap up statements

All of the above has been stated accurately and truthfully . Any incorrect, misstated, and/or misrepresented information will result in forfeiture of some or all of the security deposit. And just the same any failure to follow any rule(s) above will have the same consequences.

Primary Person's Signature:

Pay Deposit now

Pay Deposit now

[Preferred Deposit payment method.]

By Bank Transfer with ZELLE (on your phone bank APP.)

Select recipient:

treasurer@mulfordgardens.org

In First name field type:

Mulford Gardens I A

And leave Last name field blank:

Now, for the record, to document/confirm your bank transfer fill in the following:

Enter Amount:

Date posted:

Name on Account:

Memo, if any:

Confirmation #:

[Second method:]

Check

Cashiers **CHECK**, or Personal Check made out to MGIA

What type of check is it? (enter CC or PC)

CC: for Cashiers Check, PC: for personal Check

Post office **Money orders** and **Venmo** are not acceptable

And enter the "pay to the order of" name on the **CHECK**.

And enter the Amount:

And the date on the check:

And the bank :

[Third Method.]

Cash

When turning in the cash, record the following information

	Date handed to an MGIA volunteer
	Name of Volunteer:
	Witness present (if any)
	Receipt number
	Amount

Deposit payment Complete

Once you have completed this document save it with the same name it had when it was sent to you and attaché it to a new email to be sent to <events@mulfordgardens.org>

Once approved a new file will be sent to you with: Total hour requested, How to Pay the Fee and Your Event Time Table.