

8952 Hazard Ave Westminster, CA 92683 www.czc.org

714-893-4737

# **Rental Contract**

1.	Date Submitted:
2.	Renter:
	Name:
	Address:
	Phone No.:
	Email Address:
3.	Renter is a CZC:MemberNon- member
4.	Renter hires from CZC- Orange County, and CZC- Orange County rents to Renter:
	Common areas in the Center, including the kitchen and halls, are located at <b>8952 Hazard Ave. Westminster, CA 92683,</b> for holding the Event on the date and during the hours, at the rent, and on the terms and conditions, all as set forth below:
5.	Event Date(s): Day(s) of the Week:
6.	Event Times (including setup before and after the event):
	Start: End:
7.	Event Description:
8.	Event Attendance:
	Signature



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#### **GENERAL POLICIES**

THE CALIFORNIA ZOROASTRIAN CENTER IS INTENDED PRIMARILY FOR SOCIAL, CULTURAL, EDUCATIONAL, PHILANTHROPIC, ZOROASTRIAN RELIGIOUS PRACTICES AND RECREATIONAL PROGRAMS THAT BENEFIT THE COMMUNITY. NON-POLITICAL INDIVIDUALS AND COMMUNITY AND BUSINESS ORGANIZATIONS ARE PERMITTED AND ENCOURAGED TO USE THE CENTER, WHICH IS AVAILABLE ON A RESERVATION BASIS.

- 1. Applicants must read all information and comply with all rules and regulations.
- 2. The individual signing the Rental Application and Agreement personally guarantees the obligations of the organization or group using the Hall. The individual should be at least 21 years of age and shall undertake to be present at the function. A picture I.D. may be required to verify age and residency. All correspondence and communication will be sent to the individual and address listed on the permit.
- 3. The office staff will only accept Applications and deposits for the Hall.
- 4. This Application does not grant any rights to the applicant or authorize the applicant's use of the Hall until approved by the **Board of Directors Orange County (BOD-OC)**. BOD-OC reserves the right to refuse use of the Hall to any person or group.
- California Zoroastrian Center (CZC) Orange County is not responsible for claims for personal injury or death or for damage to or loss of property relating to the rental of or occurring at the CZC property.
- 6. Renter, individuals, or organizations granted use of the Hall agree to be responsible for any loss, damage, or injury caused by such use and agree to indemnify, defend, protect, and hold CZC harmless from all claims and damages arising from their use of the CZC.
- 7. The CZC shall not accept any legal responsibility for any act or incident arising from any renter's use of its property or equipment.
- 8. The Applicant is certifying, on behalf of the organization applying to rent the facility, that the organization will not discriminate based on race, national origin, religion, sex, age, handicap, or sexual orientation concerning attendance at the function to be held in CZC Orange County.
- 9. Facility reservations are booked up to one year in advance.
- 10. No animals, except service dogs, are allowed in the Hall facility.
- 11. No smoking or open flames are allowed in or around the Hall facility. State Law prohibits smoking within 20 feet of public entrances.
- 12. CZC Orange County reserves the right to require that security guards be present.
- 13. CZC- Orange County reserves the right to assign one representative to be present during the event.
- 14. The applicant may not store items in the Hall before or after the event. Items left for more than 24 hours after an event will be considered abandoned and shall become the sole property of the CZC, which will be free to dispose of any such items as it sees fit.



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- 15. a CZC representative will open and close the hall on the event date. The CZC representative shall always have access to the facility and shall not be excluded for any reason.
- 16. Posters and any publicity must be approved by BOD-OC at least 72 hours before publication. Unapproved publicity may be the cause for cancellation.
- 17. CZC OC reserves the right to videotape all attendees, including minor children, and all photos and videotapes will remain CZC's property.
- 18. The Security Camera is active and will monitor the event throughout the facilities.
- 19. The kitchen is only for heating food. Cooking is prohibited.
- 20. Unauthorized people are not allowed in the office. Office telephones, fax, and copy machines are for staff use only.
- 21. No alcoholic drink shall be served to anyone less than 21 years of age. No alcoholic drinks shall be served to any person after 10:00 PM. Alcoholic beverages must be served by a "Certified Bartender" ONLY.
- 22. The function should end no later than 11:45 p.m., and the building and parking lot must be vacated at 12:00 p.m. on Fridays and Saturdays.
- 23. No decorations are allowed to be attached to the walls. All must be stand-alone.
- 24. CZC or co-sponsored uses shall have precedence over all other events. In a scheduling conflict, the center or designee reserves the right to reschedule any user or rent.
- 25. The CZC shall have the right to cancel events, programs, reservations, or other services to ensure the community's and patrons' safety at any time up to and including the day of the scheduled event, reservation, program or other service. Reasons for such cancellation include but are not limited to unforeseen circumstances such as maintenance, emergencies, closures due to state or county orders, and public health emergencies, including disease outbreaks, epidemics, pandemics, or the like.
- 26. The Center may not be used for political events, campaigning, or fundraising.
- 27. The CZC OC may also require the renter to provide a duplicate policy of insurance naming the CZC as an additional insured. The amount of coverage will be determined by the CZC, depending on the nature of the rental. Insurance requirements must be submitted fourteen (14) calendar days before scheduled use.
- 28. Staff reserves the right to monitor, regulate, and/or terminate the volume of amplified sound so as not to disrupt other rental groups or residents. The renter shall respect this requirement, or the rental permit may/shall be terminated, and the renter may be asked to vacate the premises.
- 29. Staff is not authorized to sign for or accept any deliveries. All deliveries must be accepted by the renter involved with the activity within their reserved time.
- 30. Staff can suspend and terminate the use of the facility if the renter does not comply with established policies and procedures.
- 31. Other rentals and/or activities may be scheduled concurrently with the permittee's rental.



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- 32. Decorating and clean-up must be done within the hours of use stated on the rental contract. Set-up plans must be submitted fourteen (14) days before the event. Personal possessions, equipment, etc. must be removed from the facility after the rental.
- 33. The facility must be cleaned and returned to its condition at the beginning of usage. If the renter fails to do so, the actual cleaning costs will be deducted from the facility deposit. If the cost exceeds the deposit paid, the balance will be billed to the renter. If excessive clean-up is required for any reason, additional cleaning fees may apply.
- 34. The renter who causes property or equipment damage will be required to pay for it (based on the current cost of repair or replacement). Until payment is received, the CZC shall have the right to reject future rentals.
- 35. Staff shall review and approve, conditionally approve, or reject plans for any decorations at the time of application. Nails, staples, etc., may not be used on the facility's walls, ceiling, or windows. Only "low stick" masking tape is acceptable (no transparent tape). All decorative materials must be a flaming retardant. Use of small, container-type candles will be permitted with prior approval. No rice, confetti, glitter, or birdseed to be used within the facility.
- 36. Time to decorate or make other preparations must include that time on the rental contract.
- 37. The Center does not provide storage for equipment and/or supplies.
- 38. Only Center staff is allowed to regulate heating, air conditioning, or any other facility electrical or mechanical units.
- 39. On the day of the event, the applicant responsible must always be present during the rental period.
- 40. Parking is available on a first-come basis. No reserved parking is permitted or authorized.
- 41. No amplified music outdoors after 8:30 p.m.



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#### **Cancellation Policy**

- 1. If the reservation is canceled less than 15 days before the event date, the entire rental fee will be forfeited. If no rental fee has been paid, the cancellation fee will be the amount of the security deposit.
- 2. Recurring Rentals must provide 15 days advance notice of a cancellation, or the rental fee will be forfeited.
- 3. Cancellation of your reservation by CZC OC will occur if:
  - a. The application is found to contain false or misleading information.
  - b. The proposed use would be detrimental to the Hall facility's health, safety, general welfare, or efficient operation.
  - c. Any individual, group, member, or guest willfully or through gross negligence, mistreats the staff, equipment, or facility or violates state or local ordinances.
  - d. Failure to make rental payment within the minimum times provided.
- 4. If the applicant defaults on or has not completed all the conditions and requirements for using the facility.
  - a. If the facility is needed for emergency use.
  - b. Circumstances arising from natural disasters, power outages, or other unusual situations.
  - c. Failure to obtain required permits.
- 5. CZC OC shall not be liable to applicant for damages over the Rental Amount for any cancellation or breach by CZC.

#### **Fees**

- 1. No later than 15 days before your event:
  - a. Rental fees and security deposits must be paid in full.
  - b. All permits, licenses, and requests to have amplified sound must be submitted to CZC.
  - c. Plans for all decorations must be submitted to BOD and approved now.
  - d. If these requirements are not met at least 15 days before your event, CZC reserves the right to cancel reservations without refunding fees or paying deposits.
- 2. Arrangements for additional equipment must be made at least 30 days before the rental date.
- 3. Changes in reservation times must be submitted at least 30 days before the event date.
- 4. Upon request, you will receive a quote for any additional fees.
- 5. Once you accept these additional fees, any subsequent cancellation will be subject to our cancellation.



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#### **Permits**

- 1. All necessary permits must be obtained at least 15 days before the event date.
- 2. Permits are required when serving alcoholic beverages. A copy of the approved alcohol license must be submitted to the CZC office five (5) working days before the scheduled event. Alcohol may not be served to minors. Alcoholic beverages are to be served only to people 21 and older. The renter's failure to comply, monitor, and enforce this law is grounds for terminating the event and forfeiting the refundable deposits and all rental fees that have been paid.
- 3. At their own expense, the Renter must provide acceptable evidence of Liquor Liability coverage with proof of one million dollars in general liability coverage.
- 4. The CZC OC may also require the renter to provide a duplicate insurance policy naming the CZC as an additional insured. The amount of coverage will be determined by the CZC OC, depending on the nature of the rental. Insurance requirements must be submitted fourteen (15) calendar days before scheduled use.

### **Fire Safety Rules**

- All decorative materials shall be made from nonflammable material or treated and maintained in a flame-retardant condition using a flame-retardant solution or process. Fire Department approval may be required. Decorations are prohibited in the lobbies or outside the rented area.
- 2. Table use in a lobby must be approved.
- 3. All exit doors shall be unlocked and shall not be obstructed by any means.
- 4. The number of people in the Hall shall not exceed the number posted designating the occupant.

a. Tables: 240 Peopleb. Theatrical: 350 people

5. California Zoroastrian Center can collect the rental deposit for late cancellation or violation of any of the items mentioned above.