

THE SANCTUARY RENTAL AGREEMENT

1301 J Street Arcata, CA 95521 707-822-0898 info@sanctuaryarcata.org

Welcome to the Sanctuary. The Sanctuary is a sacred harbor for the preservation of our creative selves and community health and well being. This historic building serves as a facility for community activities and events. This is our Sanctuary too and we are sharing it with you. We recognize that an active community center located in the middle of a residential neighborhood may have certain associated impacts such as additional traffic, litter, noise and parking. Your cooperation is required for us to continue to maintain a good relationship with our neighbors, and to help you to have a successful event. Please continue to inspire us to continue with this endeavor.

Rental Date(s): _____ Today's Date: _____

Brief Description of Event: _____

Event start time (including setup): _____ Event end time (including cleanup): _____

Approximate number of people that will attend: _____

Renter Name: _____ Phone: _____

Individual / Organization (please circle one)

Street Address: _____ City _____ State _____ Zip Code _____

Mailing Address (where the Sanctuary will send a returned deposit check):

Street Address: _____ City _____ State _____ Zip Code _____

Email: _____

Additional Contact: Name: _____

Phone: _____

Email: _____

Rent per event shall be as follows: _____ **Refundable Security deposit: \$350.**

This will include the following areas of the Sanctuary: _____

_____ check with check # _____ or _____ cash paid on _____ (date)

Please make checks payable to "Creative Sanctuary". There will be a \$30 fee for all returned checks.

ACTING AS REPRESENTATIVE, I HAVE READ THE SANCTUARY RENTAL AGREEMENT AND ALL OTHER COMPONENTS OF COMPLETE RENTAL PACKAGE, UNDERSTAND AND AGREE TO THE USE POLICIES AND AM RESPONSIBLE FOR THE RENTAL OF THE SANCTUARY.

X _____
Contracting Individual / Organization Representative Date

X _____
Sanctuary Manager Date

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1) General Use Policies:

- i) The instruments upstairs are not to touch unless given specific permission by Sanctuary staff. The piano is not a piece of furniture so nothing may be placed on top of it. Additionally, the window curtain by the piano must remain closed during sunny days to protect the instruments.
- ii) Furniture: Many couches, tables and chairs are old and require care. Do not force, roll or drag. You may move them around but everything must be returned to its original position by the end of the rental.
- iii) We request no shoes in the building. It is not required but makes for less cleaning on every one's part.
- iv) Decorations: *Any outside decorations must receive prior permission.* Additional decorations must be attached to the wall with tape unless given permission. All added decorations must be removed at the end of your rental.
- v) Food Preparation: please be respectful of all items provided for food preparation and clean up as per post event cleanup checklist.
- vi) NO SMOKING OR VAPORIZING IN THE BUILDING, ON FRONT PORCH or within 25 feet from any door.
- vii) NO ANIMALS IN THE BUILDING WITHOUT PRIOR PERMISSION. This includes dogs.
- viii) The books in the Sanctuary are for your perusal but are not to leave the room they are in unless given specific permission. Please return loose books to the pew backs.
- ix) Please be respectful of all of the art, musical instruments and tools and everything we are sharing with you. If you break something or see something broken please let us know immediately.
- x) No changes to the lights, sound system, stage, art rooms, art on the walls or anything else without the express permission of an on duty Sanctuary staff member prior to your making any changes.
- xi) Nothing in the Sanctuary may be used or taken without prior permission of on duty Sanctuary staff. Bring whatever supplies you may need for your event, including sound equipment, consumable food supplies, extension cords, tape, trash bags, and so on. Supplying you with these resources is not a part of our rental agreement.
- xii) You must pay for the replacement of anything that you or any of your volunteers, patrons, etc. break or take.
- xiii) Clean-up: Follow the guidelines attached.

2) Litter: The Renter will insure that all litter (paper, glass, cigarette butts, etc.) is removed from around the Sanctuary building and grounds. Pack it in pack it out. The Sanctuary will provide cans but they must be emptied at the end of the rental.

3) Parking: There is no off street parking. Consider walking or carpooling. Please do not park on Thirteenth Street between J and K streets as there is limited off street parking for those residents.

4) Noise and Amplified Music: Sound levels must be kept reasonably low. All amplified music must end at 10:00pm. We reserve the right to end any event if the noise levels affect the environment negatively at any time. If the police come to the Sanctuary regarding a complaint about noise, the show is over and done immediately, regardless of the time. Period. There will be no refund, in full or in part, of your rental-related fees.

5) Litter and Damages Impacting Neighboring Properties: The Renter is responsible for all impacts to the neighbors resulting from the carelessness of attendees of your event. Any additional costs for litter clean-up or property damage to the neighbors will be taken out of the Renter's security deposit and may be used to compensate impacted neighbors. Substantial property damage to private property as a result of your event will be brought to the attention of the Renter first for compensation and a claim will be filed with the insurance company if appropriate.

6) Emergencies: Call 911 and notify a member of Sanctuary staff on duty.

7) Smoking & Drugs:

- a) NO SMOKING, vaporizing or burning of any substances (smudging, herbs, etc.) is allowed anywhere inside the Sanctuary, or within 25 feet of any of the Sanctuary entrance doors.
- b) No smoking or vaporizing of Marijuana or use of any illegal drug anywhere within 300 feet of the Sanctuary.
- c) The use of any prohibited substance on Sanctuary property will forfeit your security deposit and end your event immediately forfeiting your deposit as well.

8) Alcoholic Beverages:

- a) Alcoholic beverages cannot be sold at the Sanctuary. Alcohol may be served as part of a meal or event, for a donation. *No alcohol may be consumed outside the building* or on the grounds of the Sanctuary or adjacent private property. No alcohol can be served to or consumed by minors. If alcohol is to be served, renter is required to sign Alcohol Use Agreement.
- b) YOU ARE RESPONSIBLE FOR ANY ALCOHOL SERVED OR CONSUMED AND TO OVERSEE THAT ATTENDEES ACT RESPONSIBLY.

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c) Alcohol must be attended at all times.

9) Other Prohibited Activities include:

a) Illegal activities as defined by City, County ordinance, State or Federal law.

b) Indoor or outdoor fires, candles, barbecues without the written permission of the Sanctuary.

c) Alteration of furniture, bulletin boards, office furnishings, or landscaping without Sanctuary permission.

10) *The Sanctuary reserves the right to rent its facility to anyone. It further reserves the right to close down or cancel any event with just cause that it judges to be contrary to the general interests of the community or the Sanctuary.*

11) Responsibilities:

a) Hold Harmless Agreement: The undersigned contracting individual and/or organization agrees to hold the Owner, its agents, servants, employees and members, free and harmless from any and all claims, demands, damages, costs, expenses, loss of services, action and causes of action and/or liabilities for damages to property, or for injuries to any person in any way arising out of, related to, or connected with the users rental of the Sanctuary and/or equipment.

b) The renter is held responsible for the negative impacts or illegal activities during the use of the Sanctuary upon the neighborhood.

c) Violation of any of the Sanctuary policies may be cause to forfeit part or all of the security deposit. The Sanctuary will deduct from the security deposit such amount as the Owner deems reasonably necessary.

d) To clean and return the premises and/or equipment to a neat, clean and orderly condition, as good or better than when you received it.

e) Repair or replace property that is broken, defaced or stolen as agreed upon by the Sanctuary.

f) The undersigned, acting as representative of the organization or individual entering into this agreement; certifies that the above information is correct, agrees to pay the required fees in full 30 days prior to the event (unless otherwise agreed), and assumes full personal and financial responsibility for any damages sustained to the building, grounds, furniture or equipment not covered by the Security Deposit due to misuse, vandalism and conduct of all persons on the premises at the time of the event.

12) Staffing:

a) To run a successful production, you may need several staff people. If cost is not an issue, hire the capable staff from the Sanctuary to work your event (\$20 per hour). The on site Sanctuary staff members are only to provide answers to your questions, ensure the safety of the people and maintain that the agreements are being met, but may also be hired to assist in your production as time allows. If cost is an issue, then you will need volunteers. If your event is large, a brief pow wow with your core volunteers is required with Sanctuary Staff to ensure a successful production.

b) You will need one or two people to staff the front door at all times (in the case of general public events).

c) You or someone from your group must be available throughout the rental to handle and questions or problems as they may arise.

13) Insurance:

a) User will procure and maintain in force a policy of comprehensive public liability insurance, including other property damage and person injury, with a combined single limit of no less than \$500,000. Creative Sanctuary will be named as additionally insured with respect to such coverage, and shall be provided with a Certificate of Insurance. The Certificate of Insurance must be received by the Sanctuary no less than 30 days prior to the event. The renter's name must be on the Certificate of Insurance.

b) Each of the provisions and terms of this agreement shall bind and insure to the benefit of the heirs, successors, representative and assigns of each of the parties. If legal action be brought to enforce any term of this agreement, or because of any breach of any term of this agreement by any party hereto, the party that prevails in such action or litigation shall be entitled to recover a reasonable attorney's fee in addition to all other damages and costs.

c) If alcohol is to be served at a public event, it must be specifically covered on the Certificate.

14) Canceling an event: If you need to cancel your event, it is your responsibility to contact the Sanctuary manager immediately. The full security deposit will be refunded only if cancellation is received 30 days prior to your scheduled event. *Cancellations must be received in writing or in person.*

Please remember, the Sanctuary is in a residential neighborhood. Please be respectful, responsible, and safe.

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Cleaning and Closing Checklist

Hold onto this until you are finished with the rental and return to Sanctuary Staff on exodus. In the case of ongoing rental for classes, insignificant trash removal will be waived. Large amounts of garbage must be removed. Floor surface cleaning only required in the event of a significant soiling.

____ Bathrooms:

- Check to make sure all water and lights are turned off.
- Remove trash.

____ Upstairs:

- Remove any left items.
- If furniture was moved, check with a staff member on arrangement.

____ Garbage:

- Pack it in, pack it out.

____ Floors:

- Sweep and mop linoleum and concrete where used.
- Vacuum the carpeting in rooms used.

____ Kitchen:

- Make sure stove and oven are off.
- Wipe counters.

____ Tables and chairs:

- Return to the storage area. Please do not drag anything on the floor.

____ Lights:

- Make sure all lights are turned off.

____ Doors:

- Lock all the doors.

Please be kind and clean anything you see that needs to be cleaned.