

MALAGA COUNTY WATER DISTRICT (MCWD)
RENTAL CONTRACT – COMMUNITY CENTER

Robert J. Arriaga Community Center
3582 South Winery Avenue, Fresno, CA 93725
Center: 559-268-0404, District Office: 559-485-7353, FAX: 559-485-7319

DATE: _____

NAME OF APPLICANT (nombre): _____

ADDRESS OF APPLICANT (direccion) _____ Zip Code _____

HOME PHONE (telefono): _____ WORK PHONE (trabajo): _____

RENTAL PURPOSE (actividad) _____ DATE OF RENTAL (fecha) _____

HOURS THAT FACILITY WILL BE RENTED (horas de renta): FROM: _____ AM/PM TO: _____ AM/PM

Evento no puede pasar de la 1:00 a.m.

SECURITY GUARD REQUIRED: YES _____ NO _____ (se requiere seguridad)

4 At All Rentals (If Side Room or Cantina Room is Rented 5 Guards will be Required)

HOW MANY PEOPLE WILL BE ATTENDING (cantidad de gente): _____

AREA REQUESTED: A) MAIN HALL (The Hall can accommodate up to 280 people total; If Side Room is Rented 350 people total)

B) TABLES: _____ CHAIRS: _____ KITCHEN: _____
Ice available inside the cantina room. Ask staff for assistance.

I. GENERAL.

1. This form must be completed by the person or organization renting the facility. Applicants must be at least twenty-one (21) years of age and have valid identification. Use of the facility may be denied or revoked if the use, Applicant, or organization is misrepresented.
2. All fees and regulations are subject to change. Use of the facility may not be transferred, assigned, or sublet. The Applicant, as indicated on this form, agrees to be present for the duration of the event.
3. **All fees and balances are due and payable 30 days prior to the event. If payment is not received by set time the event may be cancelled, and all deposits will be forfeited.** _____ (initials)
4. Any items left in the facility or on the property will be held for five (5) business days, after which said items will be disposed of at the discretion of MCWD staff. Certain uses may require a permit or license issued by the County of Fresno and/or other agency.
5. Two security guards will be required from the time the rental starts and at all times during the rental.
6. No District employee will be allowed to donate time to supervise any function or activity.
7. Smoking is prohibited inside or within twenty (20) feet of any MCWD building.

II ALCOHOL.

1. **NOTICE:** Malaga County Water District Ordinance § 4.01.060 PROHIBITS the consumption of alcoholic beverages in the Malaga Community Park except as permitted in writing by the District. Consumption or possession of open containers of alcohol outside of the Community Center is strictly prohibited. Failure to comply with the District Ordinance or other applicable laws will result in the notification of the Fresno County Sheriff's Department and could result in the shutting down of the rental.
2. Alcohol served at a function (Wedding Reception, Birthday Party, Quinceanera, etc.), does not require an alcohol license.
3. **Under no circumstances is alcohol to be sold at any function including, but not limited to,** the selling of tickets or wrist bands to be exchanged for alcoholic beverages. Four (4) security guards will be required at all times when alcohol is being served. **(5 security guards if Cantina and or Side Room is being rented)** Payment for security guards must be made directly to the security guards/company in advance and a copy of the contract received by the District not less than **30 days prior to the rental.**
4. **The maximum of three (3) kegs of beer OR equivalent in cans (21 cases of 30 cans ea. (630 beer cans) is permitted per rental (NO GLASS BOTTLES).**
5. **If serving alcohol, Applicant will be required to contract with a District-approved bartender/server. Server/bartender must be paid in advance and a copy of the contract with the server/bartender must be delivered to the District at least 30 days prior to the rental. (NO EXCEPTIONS)**

III. USE.

1. **MAXIMUM OCCUPANCY.** At no time will more than two hundred eighty-two (282) persons be permitted in the Community Center. If more than 282 people are in the Center at one time, the District or security will limit entry. If the maximum occupancy is exceeded, the District reserves the right to shut down the rental. If the rental is shut down due to exceeding maximum occupancy, the rental deposit will be forfeited.
2. Rental of the Community Center is for the Community Center **ONLY**. Use of the park or other facilities by the renters is prohibited.
3. No candles or open flames of any kind are allowed. Violation of this policy may result in the shutting down of the rental.
4. Tape, nails, tacks and screws are not permitted on the walls. Scotch tape is only permitted on tables or chairs. No masking tape or duct tape may be used in the Center. No fog machines or confetti are allowed in the Center.
5. No guns or other weapons are allowed in the Center, except by police officers or licensed security.
6. **Use of the Center must conclude at least one (1) hour prior to the end of the rental time.**

IV. MISCELLANEOUS.

1. **DISTRICT MANAGER/STAFF WILL INSPECT THE FACILITIES AFTER CLEANUP. ANY DEPOSIT AMOUNT BEING RETURNED WILL BE MAILED TO THE APPLICANT 30 TO 45 DAYS AFTER THE EVENT.**
2. **Indemnity.** Applicant shall indemnify, defend and hold harmless MCWD, its officers, agents, employees and representatives from any and all claims, damages or losses occurring or resulting from Applicant's rental or use of the Community Center or any MCWD facility under the terms of this Rental Agreement or in any way connected with the performance of this Agreement and from any and all claims, damages, or losses occurring or resulting to persons or entities who may be injured or damaged by or because of the Applicant's rental or use of the Community Center or any MCWD facility.
3. Applicant agrees and understands that the District is not an insurer and that insurance concerning personal injury (including death), and real or personal property loss or damage in, about or on the premises shall be obtained by the Applicant. The amounts charged by or paid to the MCWD does not warrant or guaranty that no loss, damage, claim or liability will occur or that increased loss, damage, claims, or liability will not occur. Applicant does hereby for him/her/itself and all other parties claiming under him/her/itself release and discharge the Malaga County Water District from and against all losses, damages, claims, or liability for any act, or omission, foreseeable or unforeseeable which may occur as a result of the rental or use of the facility or premises.
4. The Malaga County Water District reserves the right to change any of the rules or regulations related to this Agreement.
5. **Malaga County Water District reserves the right to shut down any function or rental that poses a threat to safety of the renter, participants, facility, or violates any of the rules, regulations or conditions of this Agreement, the MCWD Ordinance Code, or any other applicable law. In the event that the rental is shut down by the MCWD, for any reason, Applicant may be required to forfeit any security deposit.**

The rental and deposit fee set forth herein, are in accordance with the regulations and fees determined by the Board of Directors and are subject to change.

RATES:	RENTAL (FEE IS NON-REFUNDABLE)	\$	
	EXTRA ROOM (FEE IS NON-REFUNDABLE)	\$	
	CANTINA (DISTRICT BARTENDERS REQ.)	\$	
	CLEANING/SECURITY DEPOSIT(MAY BE REFUNDABLE)	\$	
	ROUND TABLES (OPTIONAL)	\$	
	TOTAL DUE	\$	
		TOTAL PAID	
APPLICANTS SIGNATURE _____			
	BALANCE TOTAL	\$	

RATES SUBJECT TO CHANGE WITH OR WITHOUT PRIOR NOTICE!

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SET-UP HOURS (*Horas de Arreglo de Salón*)

Rental set-up will take place on the Friday before the event or one (1) day before the event, whichever comes first, from 3:00p.m. to 5:00p.m.

I understand rental set-up will take place from 3:00p.m. to 5:00p.m. and it shall not go past 5:00pm. If set-up goes past 5:00p.m., \$50.00 will be deducted from deposit. Please initial x_____

Las horas para arreglar el salón se llevará a cabo el viernes antes del evento o un (1) día antes del evento, lo que ocurra primero, de 3:00 p.m. a las 5:00 p.m.

Entiendo que el arreglo del salón se llevará a cabo a partir de las 3:00 p.m. a las 5:00 p.m. y no pasará de 5:00 pm. Si el arreglo de salón pasa después de las 5:00 p.m., se deducirán \$ 50.00 del depósito. Por favor iniciar x_____

TABLES (*Mesas*)

Please select one:

- **Rectangle tables (6 people) included in package.....**
- **Round Tables (10 people) additional \$100.00.....**

I understand that I, the renter, will provide a set up crew to help set up tables and chairs and that district staff cannot help with any set up of the event. Please initial x_____

Favor de seleccionar una opción:

- **Mesas rectangulares (6 personas) incluida en el paquete....**
- **Mesas Redondas (10 personas) \$100.00 adicionales.....**

Entiendo que yo, el inquilino, proporcionaré un equipo de arreglo para ayudar en el arreglo de mesas y sillas y que el personal del distrito no puede ayudar con ningún arreglo para el evento. Por favor iniciar x_____

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