

Chico Country Day School 102 West 11th Street, Chico, CA 95928 530.895.2650 (phone) 530.895.2646 (fax) www.chicocountryday.org

Dear Applicant,

Thank you for considering the rental of Chico Country Day School's facilities. Enclosed you will find:

- 1. Facility use policies
- 2. Application and requirements for use
- 3. Facility description outlining spaces for rent and fees

Chico Country Day School will be identified as "CCDS" and the applicant will be identified as "User" throughout the contract. It is important that you read each section of this packet carefully and that you understand its contents. If something is not clear, please ask for clarification. You will be asked to sign an agreement indicating that you have read and understand all of our policies and will adhere to them. After reading this packet in its entirety and completing and signing the application, please return the application to the office. We encourage you to review our calendar at chicocountryday.org (click "Rent Our Facility" on the top right corner and drop down to the bottom of the page). If an outstanding balance is due from a prior contract, a new contract will not be accepted. We require a Certificate of Insurance with CCDS named as an Additional Insured and a \$500 deposit to be submitted with your application.

Additionally we require that you do a facility walk-through and sign for a set of keys. The person signing the contract is required to attend a walk through and is ultimately responsible for the gym on the days of the event.

If you have any questions about rental dates, please contact Jamie Beauchane: (530) 895-2650 x 865 or email jbeauchane@chicocountryday.org. For billing questions, please contact Lisa Hoppe in the business office: (530) 895-2650 x 861 or email lhoppe@chicocountryday.org

USE OF FACILITY POLICIES AND PROCEDURES

APPLICATION:

- 1. Application must be submitted at least thirty (30) days in advance (but not prior to 60 days) of contract date requested. The party signing will be the party responsible for payment and supervision.
- 2. A security deposit of \$500 is required when the facility rental contract is submitted. Credit card is the preferred method for a security deposit. If the security deposit is paid via check, the funds will be deposited immediately. Security deposits are refundable after the event provided that there is no damage or need for additional cleaning, and provided that no CCDS policies, or this contract, are violated. Our staff will inspect the premises after the event. If all conditions are met, the deposit will be refunded within 20 business days of the event.
- 3. Fees: Billing will attempted to be submitted prior to the event. If your contract requests ongoing facility usage, billing will be sent to you on a monthly basis and is due upon receipt. Invoices will be sent electronically unless otherwise requested. A fee for mailing and printing will be included in the invoice if a paper copy is requested.
- 4. Due to the first priority of CCDS students, the facilities cannot be rented for more than a three (3) month period.
- 5. Late payments will incur a \$20 fee each month.
- 6. Non-sufficient funds will incur a \$20 fee per check. Additionally, any future payments must be submitted via cashier's check, cash or credit card.

INSURANCE: All groups and organizations shall provide CCDS with evidence of insurance. Groups or organizations shall be required to include **Chico Country Day School as an Additional Insured** on their insurance policies for claims arising out of the negligence of the User, their participants and their spectators. A Certificate of Insurance and Additional Insured Endorsement naming CCDS, its employees, officers, and volunteers as additionally insured in the amount of **\$1,000,000/occurrence and \$2,000,000 aggregate** must be submitted to the office within fourteen (14) business days of CCDS' application approval. Such insurance is to be placed with a carrier holding a minimum "A": rating from A.M. Best Company and remain in full force during the contracted time period.

A certificate is required for each event regardless of whether it was provided in the same policy year for a prior contract.

MODIFICATION/CANCELLATION: Modification of date or time requests will be considered if submitted in writing ten (10) business days in advance, however not always granted. A \$10 fee for *each* change will be imposed and due at the time of the change request approval.

This office must be notified of CANCELLATION of this contract at least ten (10) business days in advance of the scheduled event or you will be charged full facility rental and custodial fees.

CCDS events and student needs shall be the first priority for facility use and CCDS administration reserves the right to cancel any agreement by providing 24 hours prior notice.

FACILITY CONDITIONS

- 1. No gum, food or beverages are allowed in the gymnasium. Evidence of gum, food or beverage inside the gym at any point will result in forfeiture of the security deposit. It is the responsibility of the person signing this agreement to inform their coaches and players of this rule. Water is only allowed for athletes and coaches. No barbequing on premises.
- 2. It is not uncommon for back to back rentals to occur. If you find the facility in poor condition (dirty, trash, etc) please make immediate contact with the school.
- 3. All items such as decorations and trash must be removed prior to departure. Any additional post-event cleanup will be deducted from the deposit at a rate that CCDS deems fit and may be subject to change.
- 4. Facility will be furnished "as is". Only tables and chairs which are normally in the facility will be furnished. Furniture must be picked up and moved and not dragged at any point. If any locks, doors, equipment, score board, hoops, air conditioning/heating units or any other school property are found to be non-functional, faulty or in need of repair upon arrival please make *immediate* contact with CCDS. Please do not attempt to correct the problem on your own.
- 5. All cleaning supplies will be made available in a convenient area.
- 6. Upon leaving the premises, windows are to be shut and locked, doors are to be locked, gate is to be padlocked and secured, light and air/heating units are to be in the off position.
- 7. For gym rentals, athletic teams and coaches MUST wear appropriate shoes, which are rubber-soled athletic shoes, preferably white rubber soles. Any scuff marks must be removed by the renter. We encourage all coaches and athletes to check their shoes to ensure nothing is stuck on them that would cause scratching. Scratching of the floor will be the responsibility of the User and the cost of repair will be retained from the security deposit.
- 8. Fire exits, escape routes, and bleachers MAY NOT be blocked per City of Chico Fire Code.
- 9. A \$50 fee will be charged if CCDS staff needs to move, set up, and breakdown equipment used for the event. Outside equipment is not permitted and specific equipment needed must be requested on this application.
- 10. Only the CCDS equipment listed on the contract is to be used by the renter. Any other equipment is off limits.
- 11. No equipment of the renter is to be stored on CCDS premises unless it is contracted time.

OTHER:

- 1. Any accident, occurrence or incident resulting in injury or property damage must be reported to CCDS within 24 hours of the incident in writing. Written notice must include specific details of time, locations, witnesses (including contact information), circumstances, contributions, etc.
- 2. **Any violation of the contract will be grounds to void any future obligation by CCDS.** This may include declining future applications.
- 3. Access to the facilities for set up and clean-up will be during the hours stated on this contract ONLY. Renters and guests may enter no earlier and depart no later than the agreed times or the renter will be charged hourly for the overage, as outlined in the fee schedule. The User may also incur additional fees if the facility use interferes with the following renter.
- 4. Any additional post-event cleanup that CCDS staff needs to do will be deducted from your security deposit at a rate of \$50/hour.
- 5. Primary access to the premises should be through the front gate. Although our parking lot has limited spaces it would be appreciated if those spaces were utilized first in order to be courteous to our residential neighbors.
- 6. The User agrees that no hazardous materials, including but not limited to flammable materials or liquids, fireworks, pyrotechnic devices, explosives, sparks, smoke, explosion, poisonous materials or plants, strong acids or caustics or dangerous animals will be brought onto the premises or used in anyway while utilizing any portion of CCDS's premises.

- 7. The User(s) agrees that no amusement rides or attractions, including but not limited to, trampolines of any type, enclosed or air supported structures of any type, climbing walls or ropes, zip lining, high ropes course, dunk tanks, rock climbing walls, bicycles, tricycles, skateboards, pogo sticks, shooting activities or devices related to, gambling, illegal activities, alcohol, smoking, vapors, tobacco product, intoxicants, narcotics, weapons or glass will be brought onto the premises or used in anyway while occupying any portion of CCDS premises including the parking lot and grass area.
- 8. The signing party of this agreement is responsible for the supervision of children, adults, athletes, participants and spectators.
- 9. The classroom thermostat is not set below 76 during the summer or above 65 in the winter. The thermostat will not set below 80 in the gym during the summer. The Common Area in the Middle School is not air conditioned.
- 10. Rooms are only open to the public when CCDS is not in session.
- 11. All music must be kept at a reasonable level per City of Chico code enforcement.
- 12. If Wifi access is needed, please indicate on the application and CCDS will provide guest access 24 hours before your event.
- 13. Any passwords, alarm codes or keys are not to be shared.
- 14. Keys are to be returned to the office within 5 business days. If not received by that time, 50% of the security deposit will be retained.
- 15. The gym will be utilized by our After School Program all in-school days until 3:30 PM and will not be available for lease until after that time unless special permission to extend the closing hour, all activities must terminate by 8:00 PM. (This includes cleaning, lock up and cleared parking lot).
- 16. The Middle School Common Area will be limited to 150 people including any of the Users volunteers/employees; however there is a 120 seat maximum.
- 17. CCDS reserves the right to decline any application. If the contract is violated by the User, future applications may be denied.
- 18. CCDS will not store your equipment. Please do not leave it in the closet or near the bleachers. We will not be held liable for missing property.

CCDS STAFF EXPECTATIONS AND RENTAL SUPPORT:

- 1. Staff's first priority is to maintain the safety and security of all people, buildings, and equipment. Staff will be familiar with the rental agreement, facility guidelines, and will be available to answer questions or provide support as needed within the context of the agreement.
- 2. Users are responsible for establishing staff contact upon arrival. Staff is instructed to contact the Business Office Manager if any questions arise regarding altering or amending the original rental agreement.
- 3. Due to restrictions, we do not consider employee discounts.

EDUCATIONAL & COMMUNITY GROUPS

Community Group: (501 c 3 status; ie-CARD)

Regular Classroom, Library & Preschool	\$15.00/hour	
Gymnasium	\$35.00/hour	
Common Area of Middle School	\$30.00/hour	

COMMERCIAL (FOR PROFIT) GROUP

(ie-basketball or volleyball clubs)

Regular Classroom, Library & Preschool	\$25.00/hour	
Gymnasium	\$50.00/hour	
Common Area of Middle School	\$40.00/hour	

A security deposit is required to reserve facilities! Deposits will be submitted to CCDS' bank upon receipt. Security deposits will be refunded after your event pursuant to the terms of the contract.

Security Deposit

- \$500
- 50% retained for not returning the key within 5 business days of the termination of your contract

Users are responsible for setup, removal of all decorations & garbage, as well as clean up after an event!

Dumpster/Trash

• \$120 for any functions that are an entire day or longer (ie-tournament)

Janitorial

- \$35 per hour. 4 hour minimum charge for weekend long events
- \$50 per hour if unexpected post clean up

Fees are due upon receipt of your invoice and prior to your event.

Cancellation/Modification Policy: All requests must be submitted in writing 10 business days prior to your event.



CCDS Facility Use Application

Business Name: To			Today's Date:			
Authorized Representative/Signing Party for this event:						
Billing Address:	Iling Address: City & Zip Code:					
Phone: ()	Ext:	Cell Phone: ()			
Email:	Тур	pe of Event/Purpose of Use:				
Email: Type of Event/Purpose of Use:						
(Please be sure to advise CCDS of any updated contact information during your contract)						
Start Date End Date		Day of the Week	Start Time (access to premise-not of event)	`		
Facility Area Requested:						
Gymnasium	Library Preschool	Middle Scho	ol Common Area —	Single Classroom ESMS		
Open to public? I	Fees charged	Expected Attendance:	Youth:	Adults:		
Scoreboard access? Hoops up, down or both? Volleyball net needed?						
OUTSIDE Snack bar? TV screen/HDMI needed? Tournament: yes no						
Equipment Needed:						
Laptop	# of Chairs (120 for MS)	max)	_# of Tables	Access to internet # of passes needed		
Additional Requests/Info:		-	1			

RELEASE FROM LIABILITY AND INDEMNIFICATION: In consideration of and as a condition for use of above dated facility, applicant/organization hereby agrees to assume any and all risks arising out of or incident to the use of said facility and expressly waives any claim that the applicant/organization may otherwise have against Chico Country Day School based on the use of the School's owned property or otherwise. Pursuant to this application, applicant/organization/User further agrees to indemnify and hold harmless CHICO COUNTRY DAY SCHOOL, it's officers, agents, employees, and volunteers from any and all claims, damages, losses, or expenses, including bodily injury, property damage, or other loss of applicant's conduct, the conduct of third parties or the joint conduct of applicant and Chico country Day School. The applicant/organization is responsible for leaving said facility as clean as when found. If any cleanup or damages are identified after usage the applicant/organization/User will be charged and have all fees deducted from the security deposit. The applicant/organization further agrees to provide a Certificate of Insurance and Additional Insured Endorsement naming Chico Country Day School as additional insured. If Chico Country Day School is not sponsoring this event then Chico Country Day School's name is not to be used in association with the event. *PLEASE BE SURE TO READ ALL SECTIONS OF THIS PACKET THOROUGHLY BEFORE SIGNING . I HAVE READ, UNDERSTAND, AND AGREE TO ABIDE BY AND ENFORCE THE RULES AND REGULATIONS, INCLUDING THE USE OF FACILITY POLICIES AND PROCEDURES, CONTRACT FEES, CLEANING GUIDELINES/CHECKLIST, GOVERNING THE USE OF CHICO COUNTRY DAY SCHOOL FACILITIES.ANY VIOLATION OF THIS CONTRACT WILL BE GROUNDS FOR CANCELLATION. SIGNED: _____ Date: _____ (Signing party responsible for supervision and payment) TO BE COMPLETED BY CCDS Approved: Date: Date Application Recvd _____ Date Recvd. AI cert Keys _____ Date returned: _____ Date Deposit Recvd. _ Chk # _____ CC Cash Return Date ____ Walk through with _____ Amount \$ Reason if not full refund **Modification request** Contract considered in the future?

Effective 1/1/21 Facility Contract

Approved

Fee imposed _____

Cancellation Date _____

If not, reason