



**Tuolumne County Association of
REALTORS®**
“The Voice of Real Estate for Tuolumne County”
14195 Tuolumne Road
Sonora, California 95370
Phone: 209.532.3432 Fax: 209.533.9418



CONFERENCE CENTER RENTAL AGREEMENT

THIS RENTAL AGREEMENT is made and entered into on _____ (date) at Sonora, California, by and between _____, hereinafter referred to as “Renter”, and the TOLUMNE COUNTY ASSOCIATION OF REALTORS®, through the authority of its Board of Directors, hereinafter referred to as “the Association”.

RECITALS

A

The Association, owner of office facilities located at 14195 Tuolumne Road, Sonora, California is desirous of renting a portion of the facilities, specifically, the use of the “Conference Center”.

B

The entire room will accommodate 120 persons. The room is approximately 1400 sq. ft. and includes restroom facilities. Tables and chairs to accommodate 80 persons are also provided. The Conference Center includes:

- | | |
|-----------------------------|------------------------------|
| a) Single kitchen sink | c) Microwave oven |
| b) Two 10 cup coffee makers | d) Undercounted refrigerator |

RENTER understands the ASSOCIATION will not provide coffee, cups, napkins, plates, forks, knives, spoons, creamer, sugar, etc.

NOW, THEREFORE, the parties agree as follows:

1. RENT

The Renter agrees to rent the Conference Center on _____ (date) from _____ AM/PM to _____ AM/PM.

OR

The Renter agrees to rent the Conference Center for **Multiple Days** throughout the year (Please attach separate list of rental dates) **starting on** _____ (date) and ending on _____ (date) from _____ AM/PM to _____ AM/PM.

This Rental Agreement includes use of the following equipment: **table, chairs, coffee maker, wireless internet and all audio/ visual equipment.**

Renter agrees to pay the ASSOCIATION for the use of the Conference Center, rent of \$_____.00 for the **Single Day** rental **OR** rent of \$_____.00 per day for the **Multiple Day** rental which is due within five (5) days after receiving Rental Invoice from Staff.



**Tuolumne County Association of
REALTORS®**
“The Voice of Real Estate for Tuolumne County”
14195 Tuolumne Road
Sonora, California 95370
Phone: 209.532.3432 Fax: 209.533.9418



2. RENT REDUCTION

In order to encourage the primary purpose of use by the Tuolumne County Association members as an educational facility (members include REALTORS® and Affiliates) the following rent reductions will apply:

1. If the purpose for renting the room will result in attendance of one hundred percent (100%) Tuolumne County Association members the rent will have a reduced rate.
2. If the purpose for renting the room will result in attendance of at least fifty percent (50%) Tuolumne County Association members the rent will have a reduced rate.
3. The conference Center will be made available to Board of Directors meetings, Committee meetings, Taco Tuesday, YPN/Special Events, and certain other membership functions at no charge. The decision of the Board of Directors from time to time shall establish guidelines in determining which functions would be regarded as use of the conference center to be in the course of ordinary business and not to be construed as rental use.
4. If the purpose for renting the room is strictly for an independent brokerage to use and not open to all Tuolumne County Association members the rent will have a reduced rate.

3. SECURITY DEPOSIT

A security deposit in the amount of \$100.00 may be held by the ASSOCIATION, without liability for interest thereon, as security for the full, faithful and complete performance by RENTER of all the terms, covenants, and agreements on the part of RENTER and kept and performed under this Agreement. In the event RENTER fails to pay any fee or other charge thereunder, the ASSOCIATION may, at its option, appropriate and apply any portion of the security deposit toward the payment of such fee or other charge and/or to the cost of fulfilling such covenant or obligation of RENTER. Upon the expiration of this Agreement, the ASSOCIATION shall refund to RENTER any unappropriated balance remaining of the security deposit.

4. MEDIA CENTER

Use of the Media Center is included with rental of the Conference Center. It includes use of the wireless internet connection, the 70" Vizio Television, Chromecast/ HDMI cord, the microphones and the audio/visual equipment.
Tenant is responsible for any damage to the equipment.



**Tuolumne County Association of
REALTORS®**
“The Voice of Real Estate for Tuolumne County”
14195 Tuolumne Road
Sonora, California 95370
Phone: 209.532.3432 Fax: 209.533.9418



5. HOLDING OVER

In the event RENTER fails to vacate the premises at the expiration of any date and time of use in violation of this Agreement and continues to remain upon and/or use the Conference Center, **RENTER shall pay the ASSOCIATION \$50.00 per hour for each additional hour or portion thereof that RENTER continues to remain upon and/or use the Conference Center (including time spent cleaning and returning the Conference Center to the condition prior to RENTER'S use of the Conference Center).** Such amount will be deducted from the security deposit. If the security deposit is insufficient to cover such amount, RENTER shall pay that balance owed upon receipt of the invoice from the ASSOCIATION within five (5) days. Trained Staff may arrive 45 minutes prior to and depart 45 minutes after the listed times to allow for the clerical work necessary to conduct a meeting.

6. WASTE, DECORATIONS AND CLEANING

- A. WASTE:** RENTER shall not commit, or suffer to be committed, any waste upon the Conference Center, or a nuisance, or any other act or things which may disturb the quiet enjoyment of any other tenant, occupant, visitor or ASSOCIATION member on the ASSOCIATION'S property.
- B. DECORATIONS:** RENTER shall be permitted tabletop decorations and those hung with Scotch Tape or Command Hooks **ONLY**. **No objects are to be suspended or attached to ceilings, walls, windows or doors using nails, push pins, etc.**
- C. CLEANING:** RENTER agrees that prior to the time and date termination of this Agreement, and after each rented evening, **RENTER shall clean the Conference Center, remove all trash and debris therefrom and restore said premises to the condition as existed immediately prior to RENTER'S use.** At the option of the RENTER, cleaning will be provided by the ASSOCIATION. **RENTER agrees to pay an additional \$185.00 for the ASSOCIATION to provide cleaning.** By placing their initials here, RENTER (_____) agrees to be charged an additional \$185.00 to their Rental Invoice and pay the ASSOCIATION within five (5) days of receiving said invoice.

7. LIABILITY INSURANCE

Prior to the time and date of Agreement, RENTER shall deposit with the ASSOCIATION a certificate of Insurance certifying that RENTER has obtained a public liability insurance policy insuring the ASSOCIATION and RENTER against liability and/or damage that may arise by reason of RENTER'S use of the Conference Center, with said policy having combined single liability limits of \$1,000,000.00. Policy shall name the ASSOCIATION as additional insured.



**Tuolumne County Association of
REALTORS®**
“The Voice of Real Estate for Tuolumne County”
14195 Tuolumne Road
Sonora, California 95370
Phone: 209.532.3432 Fax: 209.533.9418



8. RESTRICTIONS

The following is prohibited:

- A. Any smoking within the interior of the Conference Center.
- B. Any animals, birds, or pets of any kind.
- C. Any cooking of food in the kitchen without prior agreement.
- D. Any alcoholic beverages of any kind without prior agreement.

9. INDEMNITY

RENTER hereby covenants and agrees to, and shall defend and indemnify the ASSOCIATION and save harmless from any and all liabilities, losses, costs or obligations, including reasonable attorney fees and costs, on account of, or arising out of an injury to person or property, from whatever cause, while in or on the Conference Center Property, except that RENTER shall not be responsible for the willful misconduct or negligence of the ASSOCIATION or its independent contractors, agents, representatives, or invitees.

10. ATTORNEY FEES

In the event it becomes necessary for either party to employ an attorney for the purpose of enforcing any of the terms, conditions or covenants of this Rental Agreement, or to collect any of the moneys due thereunder, then and in that event, the prevailing party shall be entitled to recover all costs and expenses including attorney fees in such action or proceeding in such amount as the court may adjudge reasonable as attorney fees, whether or not such action or proceeding proceeds to judgement.

IN WITNESS WHEREOF, this Agreement was executed on the day and year first above written.

RENTER

BY: _____

TUOLUMNE COUNTY ASSOCIATION OF REALTORS®

BY: _____



**Tuolumne County Association of
REALTORS®**
“The Voice of Real Estate for Tuolumne County”
14195 Tuolumne Road
Sonora, California 95370
Phone: 209.532.3432 Fax: 209.533.9418



TENANT INFORMATION

Name of Entity Renting Conference Center: _____

Name of Responsible Person: _____

Cell Phone Number: _____

Additional Phone Number: _____

Email Address: _____

Mailing Address: _____

Alternate Contact Name: _____

Alternate Contact Phone Number: _____