

**CARMEL WOMAN'S CLUB, INC.**  
**Post Office Box 2674**  
**Carmel by the Sea, CA 93921**  
**831.624.2866**

## **RENTAL AGREEMENT**

This Temporary Premises Lease is made on this \_\_\_ day of \_\_\_\_\_ by and between the Carmel Woman's Club, herein referred to as “CWC” and the Tenant/Organization, \_\_\_\_\_, herein referred to as “Tenant”. The CWC hereby leases to Tenant the premises and its facilities of the club for the \_\_\_\_\_ (dates) from \_\_\_\_\_ (time range). No. of days \_\_\_\_\_.

The club premises are to be used for \_\_\_\_\_ at a rental rate of \$ \_\_\_\_\_. This lease will not become fully executed until the signed lease with a security deposit has been received by the Carmel Woman's Club. The CWC has the unilateral right to cancel the lease if the rent/deposit/other charges have not been paid in full and deposited with the CWC by \_\_\_\_\_.

The premises are located at 9th and San Carlos Streets in Carmel-by-the-Sea, California.

Non-Profit Organizations requesting the non-profit rental rate must provide proof of their non-profit status.

A Security Deposit in the amount of \$ \_\_\_\_\_ shall be paid by Tenant to CWC upon the execution by all parties of this lease, and will be refunded within thirty (30) days following termination of the lease, provided upon inspection and the sole determination by CWC, the interior and exterior of the premises are left in good order without damage or modification. **Additionally, effective June 7, 2021, a non-refundable sanitization fee of \$100 shall be charged for all rentals of the facility** The parties further agree as follows:

### **RESPONSIBILITY CLAUSE**

Tenant will be responsible for the protection and preservation of the leased premises, fixtures, facilities, and appurtenances, and shall suffer no waste or injury thereon; Tenant shall compensate CWC for all repairs to the leased premises necessitated by the actions of the Tenant, its agents, students, guests, and/or employees; and Tenant shall conform to all laws, orders and regulations of the Federal, State, or Municipal governments.

Tenant will, at the end of the term; surrender the leased premises in as good condition as the premises were at the beginning of the lease term, when the assigned rental key was delivered to Tenant by CWC.

Tenant and its agents shall not use any tape, tacks, or nails on the floors, walls, or any surfaces inside or outside the building. No glitter or confetti inside or outside building shall be allowed.

If damages occur which exceed the amount of the Security Deposit received, Tenant will be responsible to CWC to pay, and shall pay, for the excess amount necessary to fully restore the premises.

Tenant is responsible for removal of all trash exceeding the two cans furnished. CWC will assess to Tenant any costs to extra trash removal; the amount will be deducted from the Security Deposit or assessed additionally, and Tenant agrees to pay the additional assessment for trash removal to CWC.

The CWC shall furnish the services: heat, lights, water, and toilet facilities; and use of folding and side tables, and chairs, for Tenant's event which shall not exceed the capacity of 100 persons as required by the fire code.

No overnight stays are allowed in or on the premises. No smoking inside or on any part of property is allowed.

Parking is permitted on street or in City North Parking Lot at 8th & San Carlos. Parking is not permitted at Sunset Center and violators will be ticketed. The white loading zone in front of building is for loading and unloading of passengers only.

No grease, deep fat frying is allowed in the kitchen. The fire department does not allow the fireplace to be lit and, therefore, the fireplace shall not be lit or tampered with.

Any chairs removed from storage under the stage by Tenant must be replaced by Tenant. Any tables rented by Tenant must be returned by Tenant to the outside storage unit.

The premises must be secured, including locking and checking all doors upon completion of the event. (see check out list) No Deposit will be returned until the key is returned by Tenant to CWC, the checkout list is completed by Tenant, and is delivered to and approved by the CWC.

Tenants must provide a Certificate of Liability Insurance which lists the Carmel Woman's Club as additionally insured with a \$1,000,000 (One Million Dollars) General Liability limit.

Any plan to sell alcohol at Tenant's event shall require an ABC License from the State of California, and the Certificate of Liability Insurance shall also affirm coverage of CWC for any and all liabilities arising from serving alcohol.

Tenant is responsible to and shall pay any vendor, repairman, or contractor they contact to make repairs to the premises and shall hold CWC and its' property (The Premises) harmless as to all such costs and/or expenses and/or liens.

The parties to this lease agree that the premises of the CWC is wheelchair accessible and has and maintains a wheelchair accessible restroom.

Neither party has made any representation or promises to the other, except as contained herein.

All Tenant's items must be removed at the end of your rental period. If you have rental items from an outside vendor, they must be left outside the building on the patio for pickup prior to departure. Any items left inside will be moved by CWC at an hourly rate of \$50/hour, with a minimum of one hour, which shall be paid by Tenant.

### **NOTICE OF CANCELLATION**

In compliance with all laws, regulations and suggested guidelines set forth by local, state and federal authorities with regard to steps necessary to minimize the spread of communicable diseases, the CWC will take and enforce all such laws and regulations and assist Tenant, to the degree possible, with complying with such laws or regulations.

However, should the CWC be unable to comply with such laws and regulations by acts of God, acts of war or terrorism, acts of state or governmental authorities, civil riot, fire, flood or any related restrictions that may render the performance of the lease impracticable or impossible, the CWC, at its sole discretion, shall have the right to cancel this premises lease. CWC will notify the Tenant in writing of the inability to accommodate the Tenant under the terms of this clause within five business days of CWC's determination of its inability to accommodate Tenant.

Upon such circumstances of termination, CWC and Tenant hereby waive any claim, both compensatory or consequential, special incidental damages or any other damages or amounts of any nature whatsoever, including cancellation penalties or fees, by reason of such termination and cancellation, except that any deposit or rent paid to the CWC by Tenant shall be refunded by the CWC

Carmel Woman's Club Agent: **Nancy Twomey** | [twomeyconnection@gmail.com](mailto:twomeyconnection@gmail.com) | (650) 740-3477

### **TENANT INFORMATION:**

Tenant/Organization Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Phone 1: \_\_\_\_\_

Phone 2: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

Alternate Email:

**ADDITIONAL SERVICES OR AGREEMENTS: \*\*Please note the addition of a \$100 sanitization fee effective June 7, 2021**

**TABLE RENTAL QTY: / COST: \$**

**INTERNET (WiFi) COST: \$**

**LOST KEY CHARGE \$200.00**

**Please return this Rental Agreement with:**

**Security Deposit: \$500**

**FOR OFFICE USE**

\_\_\_\_\_ **Deposit Received with Signed Lease**

**501(c)3 Non-Profit Proof of Status** \_\_\_\_\_

\_\_\_\_\_ **Certificate of Liability Received, 30 days prior to event**

\_\_\_\_\_ **ABC License 221, 30 days prior to event, Received (if applicable)**

\_\_\_\_\_ **Rent Paid**

\_\_\_\_\_ **Deposit Returned**

Please sign here:

\_\_\_ **Organization Name Inserted Here** \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_

**CARMEL WOMAN'S CLUB**

By: \_\_\_\_\_ Date: \_\_\_\_\_