



PSLHD File Number: _____

Port San Luis Harbor District
3950 Avila Beach Drive (P.O. Box 249), Avila Beach, CA 93424
Phone: (805) 595-5400 ext. 10; Fax: (805) 595-5404

COASTAL GATEWAY MULTI-PURPOSE ROOM – RENTAL AGREEMENT

The Coastal Gateway Multi-purpose Room is equipped with a small kitchen (sink and a small refrigerator – there are no utensils available). Public bathrooms for men and women are available on the first floor. The room can accommodate a maximum of 58 people.

Individual/Group Name _____

Contact Name _____

Address _____

Phone _____ FAX _____ Email _____

Date of Event _____ Number of Guests _____

Describe type of event: _____

Time in: _____ Time out: _____

Fees:

Reservation fee: \$ _____

Rental fee:

___ hours x \$___ hourly rate = \$_____ Rental Fee

Less Reservation fee paid \$_____ equals Rental fee due _____

Tables (6) and Chairs (58) Set Up Fee _____

Other (wireless internet, etc.) TBA

Deposit: _____

Total Received \$_____

I have read and agree to the Coastal Gateway Meeting Room Rental Agreement Terms and Conditions which are a part of and attached to this agreement. I understand that Port San Luis Harbor District is only expected to provide services and equipment identified and agreed to in this contract.

Renter's Signature Date Port San Luis Harbor District Date

**PORT SAN LUIS HARBOR DISTRICT
COASTAL GATEWAY MULTI-PURPOSE ROOM
RENTAL AGREEMENT**

Coastal Gateway Meeting Room Rental Agreement Terms and Conditions:

1. **Agreement.** Renter agrees to rent the Rental Space (defined below) from Port San Luis Harbor District (PSLHD) according to the terms of this Meeting Room Rental Agreement (“Agreement”).
2. **Rental Space.** The space rented under this Agreement is the Meeting Room located on the second floor of the Coastal Gateway Building located at 3900 Avila Beach Drive, Avila Beach, California. The rental space includes the adjoining kitchen. Renter affirmatively represents that Renter has seen or otherwise understands the physical location, rooms and facilities being rented under this Agreement. The rental space does not include parking. Renter affirmatively represents that Renter understands that parking space is limited and may not be available in the immediate vicinity of the facility.

Renter initial _____

3. **Hours of Availability.** Due to the limited amount of available parking, the Rental Space is generally available for rental according to the following schedule:

May thru October	Evenings from 6 pm to 11 pm* (includes clean-up time)
November thru April	Daily from 8 am to 11 pm* (includes clean-up time)

*Events must end by 10:00 pm, with all clean-up to be completed by 11 pm.

Other arrangements will be considered on a case-by-case basis.

4. **Reservations.** Payment of a reservation fee is required to reserve the Rental Space. The Rental Space is reserved on a first paid, first reserved basis. Renter will submit a \$100 reservation fee with this Agreement in order to reserve the Rental Space. PSLHD will confirm reservation of the Rental Space upon its acceptance of Renter’s executed copy of this Agreement and reservation fee. No reservation is made until written confirmation is received by Renter. Reservation fees may be paid by cash, certified check or credit card. Reservation fees are non-refundable however the Reservation Fee will be used to offset the required rental payment. Reservations should be submitted to the address shown at the top of the first page of this Agreement. Questions can be answered by calling 805-595-5400 ext 10 during normal business hours.

Renter initial _____

5. **Rental Rates and Payments.** Rental rates are as follows:

Sunday thru Thursday: \$30 per hour. The minimum use (4 hrs.) charge is \$120.
Friday and Saturday: \$40 per hour. The minimum use (4 hrs.) charge is \$160.

The total rental fee set forth on the first page of this Agreement must be received by PSLHD no less than three weeks prior to the date of the rental period, unless other arrangements have been made with PSLHD. Failure to pay the rent may result in forfeiture of the Rental Space for the rental period. Renter agrees to pay a finance charge of 1.5 percent of any unpaid balance each month if an

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outstanding balance is owed. If the event is cancelled more than 10 business days before the rental period, 100% of the Rental Fee will be refunded. If the event is cancelled between 10 business days and 3 business days before the rental period, 50% of the Rental Fee will be refunded. If the event is cancelled less than 3 business days before the event, the Rental Fee will not be refunded.

Renter initial _____

6. **Insurance.** A certificate of insurance is required. Renters must procure, at their own expense, a Comprehensive General Liability Insurance policy in the amount of \$1,000,000 naming Port San Luis Harbor District as an additional insured. The certificate of insurance must be received by PSLHD at least three days prior to the event.

Renter initial _____

7. **Deposits and Deposit Refunds.** Renter will submit a \$300 deposit at the same time the rental fee is submitted. An additional \$300 deposit is required when alcohol will be served. Following evaluation of the condition of the property after the rental period by PSLHD staff, deposits will be refunded within 20 business days less any amount used to offset cleaning charges or damages as set forth below. Deposits for rental periods which are cancelled will be refunded in full.

Renter initial _____

8. **Telephone/Wireless Internet.** Telephone access for conference calls requires an access code. Wireless internet service is not currently available.

Renter initial _____

9. **Service of Alcoholic Beverages.** Renter agrees to abide by all laws and regulations regarding service and consumption of alcoholic beverages on the premises. In addition, renters who will be selling alcoholic beverages must obtain and display the proper permit from the California Alcohol Beverage Control Board. The permit and the person who obtained the permit must be present throughout the entire event. A copy of the permit must be submitted to PSLHD prior to the renter being allowed access to the facility. If alcohol is served, a security guard is required on the premises. The renter will be responsible for hiring a firm/organization acceptable to the District. The District must approve the security guard before the event is held. Kegs may not be used to serve beer without PSLHD's prior approval. An additional \$300 dollar damage deposit is required if alcohol is served.

Renter initial _____

10. **Availability.** Equipment must be dropped off and picked up during the rental span. Absolutely no items may remain in or around the facility before or after the rental period. Set-up and clean-up hours will be included in the rental time and price. All events must conclude by 10 pm and cleanup must be completed by 11 pm. All persons, supplies, and decorations must be out of the building by that time unless previous arrangements have been made with PSLHD. Except as otherwise permitted in the Agreement, no materials may be stored, left or placed outside of

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the Rental Space. If the facility is used for longer than specified in the agreement, the additional hours will be charged at 150% of the normal rental fee and will be deducted from the security deposit. District security personnel will verify compliance.

Renter initial _____

11. **Conditions of Use.** Renter's activities during the Rental Period must be compatible with use of the building and activities adjacent to the Rental Space and building. This includes but is not limited to playing music or making any noise at a level that is reasonable under the circumstances. Amplified live music is not permitted in the facility. Amplified music provided by a disc jockey is allowed inside the building only. There is no dance floor in the facility. Smoking and the use of tobacco is not permitted anywhere in the building or on the decking on the second floor of the building. Renter must inspect the Rental Space immediately prior to the event and accept the facilities in their present condition. The Rental Space must be cleaned and returned to PSLHD in the condition it was in prior to the rental. All trash must be properly sealed and placed in the provided trash cans which must be able to close completely. If trash generated overflows the provided trash cans, then it is the responsibility of the Renter to arrange proper disposal elsewhere. PSLHD may deduct charges for cleaning from the deposit for Renter's failure to do so. Renter and Renter's guests will not adjust the thermostat or the electrical panels.

Renter initial _____

12. **Equipment.** Six banquet tables (three 8' and three 6') and chairs for 58 people are available for use with rental of the multi-purpose room at no cost. However, a \$75 fee will be charged if the Harbor District is requested to set-up the tables and chairs.

Renter initial _____

13. **Signs and Decorations.** Signs may not be posted outside of the meeting room except one sign may be placed on the front of the building directing Renter's guests to the second floor (maximize size is 24 inches by 24 inches). Use of sequins, glitter, confetti, silly string, sparkles, rice, birdseed, or similar materials is not allowed. The use of fire or open flame of any kind, fireworks of any kind, or any toxic or noxious material is strictly prohibited. Signs or decorations may be affixed to any surface only if such affixation will not mar, deface or leave a mark on the surface when removed. Tacks may be used to attach decorations or other material to the tack board on each wall. No nails, staples or tape may be used to hang anything on the walls or ceiling. **NO PENETRATION OF ANY SURFACES IS ALLOWED.** All tape, tacks or other such items used for decorations must be completely removed after the event. Any other decoration, signage, or construction must be pre-approved by PSLHD.

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14. **Children.** Children under the age of 8 years must be accompanied by an adult at all times. Functions and activities for minors must be chaperoned by at least one responsible individual who is 21 years of age or older.

Renter initial _____

15. **Animals.** Dogs, cats, birds and other pets are not allowed in the facility at any time with the exception of service animals individually trained to provide assistance to an individual with a disability (i.e., guide dogs or signal dogs).

Renter initial _____

16. **Cleaning.** Renter is responsible for cleaning the facility before the end of the rental period. This includes removing all trash and disposing in outside trash bins. Cleaning equipment is not provided as part of the rental. Renter will vacuum floors but any other cleaning required will result in a charge for damages as discussed below.

Renter initial _____

17. **Damages.** Renter is responsible for any loss or damage to the Rental Space, adjoining facilities, building common areas, or building exterior or grounds. This includes all damages to any equipment, fixtures, surfaces, including the ceiling, floors and floor finishes, or any other property. Deposits may be used to offset the costs of such damages. Renter agrees and acknowledges that Renter's liability for loss or damages is not limited to the amount of the deposits received by PSLHD.

Renter initial _____

18. **LIMITATION OF LIABILITY. PSLHD'S LIABILITY TO RENTER FOR DAMAGES ARISING FROM RENTAL OR USE OF THE MEETING ROOM FOR ANY REASON AND UNDER ANY THEORY OF LAW WHATSOEVER IS LIMITED TO THE TOTAL AMOUNT PAID BY RENTER TO PSLHD IN RENTAL FEES AND DEPOSITS.** PSLHD will not be liable for any failure to perform or damages caused by an act of God, force majeure or other unforeseen event reasonably beyond PSLHD's control.

Renter initial _____

19. **Renter's Property.** PSLDH is not responsible for items belonging to Renter or Renter's guests that are lost, stolen, or damaged during the Rental period. Renter, and Renter's guests as Renter's permitted invitees, **RELEASE PLSHD FROM ANY AND ALL LIABILITY FOR LOSS OR DAMAGES** to such property.

Renter initial _____

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20. **Liability for Guests.** Renter is, and hereby acknowledges that it is, liable for the actions and behavior of Renter's guests during the Rental Period, and at any other time such guest is on or around the Rental Space as a result of Renter's use of the Rental Space. PSLHD will not be liable for the safety of Renter's guests. **RENTER AGREES TO INDEMNIFY AND HOLD HARMLESS PSLHD FROM ALL LIABILITY ARISING FROM THE ACTIVITIES OF RENTER AND RENTER'S GUESTS DURING THE RENTAL PERIOD.**

Renter initial _____

21. **Reservation of Rights.** PSLHD reserves the right to cancel agreements for non-payment or for non-compliance with any of the rules, terms and conditions set forth in the Agreement. PSLHD reserves the right to require proof of insurance from Renter as a condition of entering this Agreement.

Renter initial _____

22. **Jurisdiction.** The parties agree that this Agreement will be governed by the laws of the state of California, without regard to its choice of law provisions. The parties consent to the exclusive jurisdiction of and venue in the state and federal courts of San Luis Obispo County, California. Renter agrees to pay reasonable attorney's fees and expenses associated with collection of any unpaid bill.

Renter initial _____

23. **Additional limitations imposed, authority granted or fees waived:**

Renter initial _____