



## AUDITORIUM RENTAL AGREEMENT

Southwest Riverside County Association of REALTORS®  
26529 Jefferson Avenue  
Murrieta, CA 92562  
Office: 951.894.2571  
Fax: 951.894.2572

This Auditorium Rental Agreement (“Agreement”) is between the **User** named below and the SOUTHWEST RIVERSIDE COUNTY ASSOCIATION OF REALTORS® (“Association”) for use of the Auditorium portion of Association’s building and the parking spaces located at 26529 Jefferson Avenue, Murrieta, California, including lighting, climate control, restrooms and standard housekeeping services (“Premises”).

This Agreement contains the conditions, rules and policies that User agrees to follow for use of the Premises for User’s event (“Event”). By signing this agreement, User acknowledges having read and received a copy of this Agreement and agrees to abide by the conditions, rules and policies in this Agreement, and User accepts full responsibility for the acts of all guests, caterers, vendors and other invitees attending the Event.

### EVENT INFORMATION

Rental Date: \_\_\_\_\_ Event Time: \_\_\_\_\_  
Event Type: \_\_\_\_\_ Number of Guests: \_\_\_\_\_  
Banquet Style: \_\_\_\_\_ Education Style: \_\_\_\_\_

### USER INFORMATION

Name of Responsible User: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Email: \_\_\_\_\_ Mobile: \_\_\_\_\_

**Attached is a true and correct photocopy of the front and back of my credit card and my driver’s license.**

### CREDIT CARD AUTHORIZATION

I *[print name]* \_\_\_\_\_ authorize the Southwest Riverside County Association of REALTORS® to charge the deposit(s) and payments due under this Agreement to the following credit card:

Credit Card on File: \_\_\_\_\_ Type: \_\_\_\_\_  
Expiration date: \_\_\_\_\_ Security Number: \_\_\_\_\_  
Card Number: \_\_\_\_\_  
Signature: \_\_\_\_\_



## **CANCELLATION**

Association may cancel this Agreement for any reason within 72 hours of booking by giving telephonic notice to User. The entire Deposit will be refunded within three (3) business days.

User may cancel this Agreement within 72 hours of booking and will be entitled to refund of the Deposit less a \$250.00 administrative fee.

If user cancels this Agreement more than 72 hours after booking for any reason except an Act of God (such as fire, earthquake, or hurricane winds exceeding 60 mph at the Premises), the Association will be entitled to liquidated damages of Two Hundred Fifty Dollars \$250.00. This amount is agreed not to constitute a penalty. Under these circumstances, Association will make every effort to reschedule the Event on a mutually agreed upon date.

Users Initials \_\_\_\_\_/\_\_\_\_\_

## **EVENT DURATION AND MAXIMUM CAPACITY**

Subject to Association's confirmation of the Premises availability, the days, hours and maximum capacity of the Premises, depending on the room set-up, is as follows:

### **Saturday & Sunday**

- 4 hour duration (can be extended upon approval)
- Event may start any time after 8:00 am
- Event must end no later than 11:00 pm
- Guest count maximum of 150: Education Style set up
- Guest count maximum of 200: Banquet Style set up

### **Monday – Friday**

- 4 hour duration
- Event may start any time after 8:00 am
- Event must end no later than 11:00 pm
- Guest count maximum of 150: Education Style set up
- Guest count maximum of 200: Banquet Style set up

## **FOUR HOUR TIME PERIOD**

- All guests must vacate the Premises within 30 minutes after the end of the four-hour time period.
- All vendors must vacate the property within 30 minutes after the end of the four-hour time period.

## **EXTENSION OF USE TIME**

Extended time for the Event may be purchased, if available, by making arrangements with Coordinator at least five (5) business days before the Event.

If advanced arrangements are not made, use of the Premises exceeding the 4 hour time period will be charged to User at the following rates:

- User will be charged \$150.00 per hour for early set up before the Event.
- User will be charged \$100.00 per hour if the Premises is not vacated by User within 30 minutes after the end of the 4 hour time period.
- User will be charged \$250.00 per hour if a vendor does not vacate the Premises within 60 minutes after the end of the 4 hour time period.

## ***PARKING***

Use of the Association's parking lot is included in the standard rental. Association will not be responsible or held liable for any damage to or theft of vehicles or personal property in vehicles parked in the parking lot.

## ***STANDARD RENTAL SERVICES INCLUDED***

### **Four Hour Time Period**

Up to 4 hours use of Premises

### **Coffee Service**

- Cups (disposable)
- Creamers
- Sugar/sweeteners
- Stir sticks
- Napkins (paper)

### **Room Set-Up and Break-Down**

Set up and breakdown of the selected standard room set-up

### Education Style

- Guest count maximum of 150
- Up to 70 standard 6' rectangular tables
- Up to 175 padded chairs

### Banquet Style

- Guest count maximum of 200
- Up to 20 standard 72" round tables or
- Up to 70 standard 5' rectangular tables
- Up to 3 standard 8' rectangular tables
- Up to 175 padded chairs per round table
- Up to 25 folding metal padded chairs for additional seating

## ***ADDITIONAL SERVICES AND CHARGES***

### **Menu Contract**

User may contract and pay for food and beverages by separate agreement with a caterer. Only Association-approved caterers may provide food and beverages to the Event.

### **Dining Table Set-ups**

User may arrange for dining table set ups for additional charges, including:

- Fabric tablecloth - solid color
- Fabric napkins - solid color
- “China” tableware
- Metal flatware
- Glassware
- Stemware

### **Damages**

Association will charge User for breakage or theft of Association’s personal property and damage to the Premises caused by User, vendors and guests at the Event.

### **Equipment and Services**

Association will charge extra for the following items:

- Security
- Food Catering
- Linen/Paper goods
- Special room Set up not included in standard room rental
- Special room tear down not included in standard room rental
- Microphone – hand held or lapel
- Computer projectors
- Napkins
- Plates
- Utensils
- Cleaning service

### **Sales Tax**

Association will charge sales tax at the legal rate on sale of all goods.

## ***ALCOHOLIC BEVERAGES***

- Wine and beer only are allowed on the Premises.
- No hard liquor is allowed on the Premises.
- Unauthorized alcoholic beverages and food are not allowed on the Premises, inside the Auditorium or in the parking lot.

- Any outside alcoholic beverages brought onto the Premises without prior arrangements by User with Coordinator will be confiscated and the responsible person will be required to leave the Premises.
- Association reserves the right to refuse beverage service to anyone who is believed by the Coordinator to be intoxicated.
- No open alcoholic beverages are allowed to be taken off the Premises.
- Alcoholic beverage service will stop 30 minutes prior to the conclusion of Event.

## ***MUSIC***

- User may arrange for music at User's expense.
- All music will stop 15 minutes prior to conclusion of the Event.

## ***PERSONAL PROPERTY***

- User is responsible for all personal items of guests and vendors attending the Event.
- Association will not be responsible for any valuable items left at the Premises.

## ***VENDORS***

### **Set-up Time**

If the Auditorium is not being used and Association confirms it is available, vendors may set up on the day of the Event at the following times:

Monday – Friday	8:00am – 5:00pm
Saturday – Sunday	Up to 1 hour prior to start of 4 hour period of Event

If additional set up time is required, User must make a special request to Coordinator for additional pre-Event setup time no later than five (5) business days before the Event. Requests for additional time will be granted contingent upon the Premises availability. Any change to this Agreement to allow use before the allowed use time starts must be in writing signed by Association and User and will be charged at the per-hour rate.

### **Vacating Time**

Vendors must vacate the Premises within 60 minutes of the end of the 4 hour time period of the Event. If the vendor extends beyond this time, User will be charged overtime. If additional time to vacate is required due to extenuating circumstances, User must make a special request to Coordinator no later than five (5) business days before the Event. Any change to this Agreement to extend beyond the allow use time must be in writing signed by Association and User and will be charged at the per-hour rate.

### **Vendor Insurance**

It is the User's responsibility to ensure that all vendors at the Event are covered by a Certificate of Insurance. Association may request a copy of the vendor Certificate of

Insurance with an endorsement naming Association as an additional insured for an amount no less than \$1,000,000.00.

## **Vendor Meals**

If vendor meals are required, User should make arrangements with the caterer and include the vendors in the guest count for the Menu Contract. If a vendor brings outside alcoholic beverages or illegal substances on the Premises, he or she will be required to leave immediately.

## ***DECORATIONS***

All decorations must have prior approval of Coordinator.

Decorations may not interfere with Association's daily operations.

All decorations will be in good taste and not offensive.

No items may be attached to the Premises structures.

No thumbtacks, duct tape, nails, staples or glue (including glue guns) may be used

Zip ties, pipe cleaners and floral wire may be used.

Elaborate décors may require User to provide liability insurance in Association's discretion.

Arrangements may be made for Association staff to execute decoration installation if available upon prior request and approval of Association.

Candles must be drip-less or be enclosed in a hurricane glass to prevent damage.

## ***PERSONAL PROPERTY***

Association has no responsibility for the personal property of User or its vendors or guests. Upon conclusion of the Event, all personal items (food, serving pieces, toasting glasses, flora arrangements, decorations) must be removed within the time required. Any personal property left on the Premises after the Event will be considered abandoned or trash and will be disposed of.

## ***SMOKING***

Smoking is permitted in the outside area surrounding the Auditorium and in the parking lot. In accordance with the California State Law, NO smoking is allowed inside the Auditorium, restroom or kitchen area.

## ***USER RESPONSIBILITY***

User will be responsible, financially and otherwise, for any and all damages that occurs to Premises during the time of the use, including but not limited to all related facilities, fixture and equipment provided by the Association. User will be responsible for maintaining the security of the key and alarm passcode to the Premises, which will not be disclosed to anyone other than User's designated responsible person as described above. User's liability is not limited to the amount of the security deposit. User may be charged for repairs, including replacement and staff time for any damage done to the Premises, including but not limited to carpeting, walls, plumbing, fixtures and/or equipment, as provided below under decorating and set up. User will be charged for replacing a lost key, responding to an alarm, and changing the alarm passcode if

Association determines, in its sole discretion, it is necessary due to User's use of the Premises. Association may add a reasonable amount for staff time incurred by the Association due to the damages caused. By signing this Agreement, User acknowledges the Premises are fit for its intended use.

***DOCUMENTATION OF PREMISES CONDITION***

At the conclusion of the Event, the Coordinator, or his/her designee, will assess the condition of the Premises and, if appropriate, take photographs and create documentation of any damages. User and the Coordinator will each sign a written report which will be given to the Association for action and assessment of all appropriate charges and adjustments to the Security Deposit.

***USER ACKNOWLEDGMENT OF SELECTED RESTRICTIONS***

User acknowledges, by initialing each item, that the following are included among the restrictions in this Agreement:

- \_\_\_\_\_ No Smoking is permitted anywhere inside the Premises at any time.
- \_\_\_\_\_ Noise control is required after 10:00 p.m. due to City of Murrieta noise abatement ordinance.
- \_\_\_\_\_ NO hard liquor alcoholic beverages are permitted outside or inside the Premises or anywhere on Association property.
- \_\_\_\_\_ Only beer and wine provided by User or the approved caterer as part of the Menu Contract are permitted outside or inside the Premises or anywhere on Association property.
- \_\_\_\_\_ All Marketing and Event promotion materials must identify the User as the presenter and contain the following disclaimer exactly as presented:  
**("SRCAR DOES NOT ENDORSE OR SPONSOR THIS EVENT")**

***INDEMNITY***

User hereby indemnifies and holds Association harmless from any liabilities, claims and demands for personal injury, property damage, government fines, assessments or fees, and/or attorney fees or costs arising out of or caused by any act or omission of User and User's agents, employees, vendors, invitees, and guests, arising in or about the Premises at any time during the term of this Agreement.

***INSURANCE***

User represents to Association that it has liability insurance coverage covering the Event and will obtain and provide the Association no later than 5:00 p.m. on the last business day prior to the Event date an insurance rider or binder evidencing coverage and naming Association as an additional insured.



**CHANGES AND AMENDMENTS**

Changes to this Agreement are permitted only by a written amendment to this Agreement signed by Association and User.

**SIGNATURES**

User and Association have executed this Agreement at Murrieta, California, on the date opposite their signatures.

**ASSOCIATION**

\_\_\_\_\_  
Annette Cervantes, Auditorium Coordinator  
Association's Authorized Independent Representative

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

SOUTHWEST RIVERSIDE COUNTY  
ASSOCIATION OF REALTORS®

By: \_\_\_\_\_  
Connie Lynch, CEO

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

**USER**

\_\_\_\_\_  
*Signature*

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

*Name Printed:* \_\_\_\_\_