

Julian Town Square Reservation Request and Agreement

Name of event: _____

Sponsoring organization or person: _____

Date(s) of event: _____

Hours of event: _____ to _____ and _____ to _____

Set up date/time requested: _____

Primary Person Responsible:

Name _____ Email _____

Home Phone # _____ Cell # _____

Full Address _____

Secondary Contact Person:

Name _____ Email _____

Home Phone # _____ Cell # _____

Comments:

Town Square Rental Fee: \$ _____

25% Deposit \$ _____ Date Paid _____

Balance \$ _____ Date Paid _____

Cleaning Deposit: \$ _____ Date Cleaning Deposit returned/shredded _____

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Definitions

- Renter: Person(s) submitting this Reservation Request and Agreement for themselves or as a representative of an organization
- Director: Julian Community Heritage Foundation (JCHF) Board Member
- JCHF Board: Julian Community Heritage Foundation Board Members
- Non-profit: Entity receiving an IRS original determination or affirmation letter

Cleaning Deposit

- Deposit can be refunded with fulfillment of contract terms. (i.e. Town Square left clean and in good order.
- Town Square renters may lose their deposit and incur additional charges if clean up procedures are not followed.

Note: To help maintain the desired condition of the Town Square, do not place any tape, staples, strings, wires, nails, or hooks, or any obstruction on any wall, fence, table, chair, or bench in the Town Square. Board members may approve certain obstructions that are not permanent and not damaging.

Reservation Requests

Reservation requests must be completely filled out and in writing on this Julian Town Square Reservation and Agreement form.

Reservations may be delivered to

- JCHF PO Box 236 Julian, CA. 92036, Attn: Town Square Rental
- Scanned and emailed to juliantownsquare@gmail.com
- Handed to a board member

Attach additional documents, including calendars, permits, etc. When needed. Be sure to follow up your request with an email or with a board member.

Request processing:

- Requests are not penciled-in on the calendar until the office staff confirms dates and times requested are available

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- Reservation request must be accompanied by a minimum of 25% of the rental fee to hold to hold the date(s).
- Special requests from the renter for granting exceptions to this agreement, e.g., a fee reduction, may be presented to the JCHF Board and will be considered on a case by case basis. The JCHF Board reserves the right to approve or disapprove any such request. The JCHF Board is under no obligation to report to other renters any exceptions granted.

This agreement shall become a binding rental agreement upon:

- The submission of the completed form by the renter
- The date(s) and time(s) are confirmed available
- The receipt by the JCHF from the renter of a minimum of 25% of the full rent
- The acceptance by the JCHF as evidenced by the signature(s) of its authorized representative(s)
- The rent balance paid no later than 30 days prior to the rental date
- The cleaning deposit is paid

CANCELLATION

In the event Renter cancels this rental agreement for any reason whatsoever, fails to pay any balance due, or fails to occupy the Town Square on the days and times agreed upon, Renter may at the discretion of the JCHF, forfeit any rents paid. The JCHF Board may take into consideration the successful re-rent of the Town Square for the same dates and for comparable rent.

Should the Town Square become unavailable or less usable than expected, due to conditions beyond the control of the JCHF, such as weather, electrical power outage, natural disaster, or other conditions, then the renter may petition the JCHF Board for a refund.

RETURN THE TOWN SQUARE TO THE CONDITION IT WAS BEFORE YOUR EVENT

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USE OF PREMISES

Renter shall use and occupy the Town Square for the purposes specified herein and for no other purpose. Renter shall not use or permit the Town Square to be used in a manner that creates waste, damage or nuisance, or that disturbs owners or occupants of, or causes damage to the premises, neighboring premises or properties.

No smoking, vaping, or alcohol is allowed within the Town Square

No personal heaters, propane appliances, candles, or flame producing products shall be used. (Sterno cans may be used below non-flammable warming pans with JCHF approval.)

No overnight sleeping will be allowed.

COMPLIANCE WITH LAW

Renter shall at its sole cost and expense, fully, diligently, and in a timely manner, comply with all applicable Federal, State, and San Diego County laws, rules, regulations, covenants, restrictions, or easements now in effect and relating in any manner to the Town Square.

CONDITION OF THE TOWN SQUARE

- Renter is renting the Town Square on an "AS IS" basis and the JCHF makes no representations or warranties concerning the physical condition or properties of the Town Square or its fitness for any particular purpose.
- The JCHF Board will ensure, to the best of their ability, that the Town Square is in good operating condition.
- JCHF members will do a walk-through with renter through the Town Square

NO ASSIGNMENT

The right to rent and use the Town Square is personal to Renter, Renter may not assign, transfer, or sub-lease all or part of Renter's right to occupy the Town Square to any other person or organization.

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Renter may not sublet all or part of Renter's right to occupy the Town Square to any other person or organization without prior approval of the JCHF Board. Renter is fully responsible for the compliance by all those sublet to this Julian Town Square Reservation Request and Agreement.

SECURITY MEASURES

Renter acknowledges that the rent payable to the JCHF hereunder does not include the cost of security measures and that the JCHF shall have no obligation whatsoever to provide any security measures. Renter assumes all responsibility for the protection of the Renters property, safety, and Town Square, Renter, its agents and invitee and their property from the acts of third parties.

LIMITATION OF LIABILITY

The JCHF shall not be liable for injury or damage to person(s) including substantial bodily injury or death, or goods, wares, merchandise or other property of Renter, Renter employees, contractor, invitee, customers, or any other person in or about the Town Square, whether such damage or injury is caused by some condition of the Town Square or from any other cause.

SIGNS and BANNERS

Renter shall not place any sign, awning or marquee or other structure without prior written consent and approval of the JCHF Board.

PARKING

Parking May be available to renters on the streets surrounding the Town Square.

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INDEMNIFICATION

Renter shall indemnify, protect, defend, and hold the Town Square, The Julian Community Heritage Foundation (JCHF) and its directors, and officers, and agents harmless for, from and against any and all claims, loss, injuries, including death, damages, costs, liens, judgments, penalties, permits, attorney's and consultants fees, expenses or liabilities arising out of, involving, or in dealing with, the occupancy of the Town Square by renter, including without limitation, any act or omission or neglect of Renter, its agents, contractors, employees or invitee. The foregoing shall include, but not be limited to, the defense or pursuit of any claim or any action or proceeding involved therein, and whether or not litigated or reduced to judgment, and whether well founded or not. If any action or proceeding is brought against the Julian Community Heritage Foundation by reason of any of the foregoing matters, Renter shall notice from the JCHF defend the same at the Renter's expense. The JCHF need not have first paid any such claim in order to be so indemnified.

I have read the Julian Town Square Reservation Request and Agreement form and the Hold Harmless and Indemnification Agreement and agree to the conditions as set forth therein.

Renter Signature: _____ Date: _____

JCHF Board Member Signature: _____ Date: _____