



Concord Mt. Diablo Trail Ride Association
 PO Box 419 for 1600 Trail Ride Road
 Clayton, CA 94517 Email: info@cmdtra.org
 Web Site: www.CMDTRA.org

CMDTRA Facility Rental Agreement

Reservation Start Day & Date:		Time:	
Reservation End Day & Date:		Time:	
Renter Name:			
Group:			
Address:			
City & Zip Code:			
Phone:		Mobile:	
Email:			
Type of Event: Wedding, birthday, etc.			
CDL or ID#:		Number of People Expected:	
Areas which you are requesting to rent:			

Please read and initial the following:

DAMAGE/ CLEANING DEPOSIT (Members and Non-Members):

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A refundable damage/ cleaning deposit of \$500.00 is required no less than 14-days prior to your event. Additional details are listed in this document.

PAYMENT:

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This application and all fees must be received in order to confirm your reservation date. Please include a copy of your Insurance Certificate naming CMDTRA as additional insured, and the Catering company's two insurance documents.

CMDTRA RIGHT TO REFUSE

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CMDTRA reserves the right to refuse rental contracts for the use of its facilities at its own discretion. I have read and understand the Rental Procedures, rules and agree to comply therewith.

MEMBER RENTALS:

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The reduced rental rate is a *privilege* of being a member of CMDTRA. To qualify for the rate, members must meet the following requirements:

- Member must be in good standing at time of rental reservation and actual rental
- Must have at least 6 months of membership history or pay 6 months dues in advance of the rental.
- Rental must be for the member or their immediate family
- Member must be actual renter and "host" of event
- Member shall have full responsibility for and control of the rental
- Member must be present during the ENTIRE rental period from rental set up through the clean-up
- **Rental may not be transferred to another person or organization**
- Failure to follow the above requirements, all general and rental rules will result in a loss of the member rental rate privilege
- Members may camp at Cardinet Oaks with prior Board of Director approval
- Members must contact the Rental Chair in advance notifying your intent to camp (for safety & acknowledgement).

RENTAL GUIDELINES

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- Rentals including the arena(s) must be scheduled **30 days in advance**. Rental schedule will be posted at both club barns and within the quarterly newsletter.
- At least one arena or the round pen must **always be** available to members.
- The club may choose to donate the use of any single area or the entire facility with board approval.
- Rental not required for members accompanying up to 8 guests to these areas.
- Individual/Group Release of Liability forms **must** be signed and filed with Insurance Chair.
- Pool space is shared and open to club members, not exclusive to any rentals.
- It is understood that no lifeguard is on duty at the CMDTRA swimming pool, and minors (under 18) are permitted to use the pool **ONLY** with a direct supervision of an adult club member(s).
- Pool area and restrooms may include use by members at any time as pool rentals are not private.
- CMDTRA is not responsible for lost, left, stolen, or forgotten items.
- CMDTRA clubhouse will not be used for any illegal activities, improper or dangerous conduct. Further, considerations shall be shown to CMDTRA property as well as the local residents whose homes are nearby (e.g. no loud music or crowds after 10:00pm, etc.).

DAMAGE DEPOSIT

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- The rental will require a refundable cleaning/damage deposit of **\$500.00** due and payable 14 days prior to the event.
- A facility inspection will be conducted immediately prior to the event by the Rental Chair and your designated representative to review and confirm the condition of the facility, including the hall, and restrooms.
- The club representative and your designated representative **MUST** sign/ initial indicating agreement as to the agreeing to the condition, responsibilities & rules. Failure to do so will cause forfeiture of your cleaning/ damage deposit.
- You are expected to return the facility to the same condition you found it.
- Your deposit will be returned to you within 30 days as long as there has been no damage to floors, walls, equipment, furnishings, glass windows, or landscaping when extra cleaning is not required. You will be billed for any damages not covered by the cleaning/ damage deposit.
- The determination of the assessment of additional charges shall be at the sole discretion of CMDTRA.
- Any damages discovered by the rental chairman after you leave or extra cleaning required will be noted in their report and fees charged accordingly.

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SERVICES PROVIDED

- The Rental Chair or designee will open the clubhouse, provide information and direction relating to light switches and heating systems. The Rental Chairman **will not** be available to serve, decorate, or be involved in your function.
- You must supply your own ice, paper towels, cloth towels, eating utensils, cups, etc.
- Tables /chairs are provided and are to be restacked as found.
- The space **behind** the bar is **not** available to you, only the bar top and front areas.
- Garbage receptacle liners are available on site to aide you with cleaning after the event and garbage is to be placed in the blue dumpster.

CLUBHOUSE CONDITIONS

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- Smoke machines of any type may not be used inside the clubhouse.
- Please treat all of our furniture with care and respect. Certain black soled shoes may cause marking on the flooring and require your attention.
- Use of the barbecue or fireplace require advanced approval
- The use of nails, tacks, scotch tape, duct tape, staples, etc is prohibited. Masking tape (blue painters tape) can be used but must be removed. Exits and Exit signs must not be covered or obstructed in any way.
- All signs/ flyers/ banners/ balloons/ ribbons, etc. leading up to the clubhouse from Marsh Creek Road must be removed after event. Please use only duct or clear shipping tape, or streamers on clothes pins. No balloons along the roads on club property.

CLEANING EXPECTATIONS

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Your cleaning responsibilities are to return the facility (including the hall, front of the bar area, kitchen, restrooms, pool, and parking lot) to the pre-event condition:

- Remove tape from all tables (surface and underneath)
- Remove all food and food service products
- Remove everything from the facility that you brought (inside/outside) to the facility
- Remove all decorations including masking tape
- Clean-up includes: sweeping and mopping entire clubhouse, emptying the garbage, wiping off tables/counter surfaces, and restacking tables and chairs.
- Each piece of equipment used must be cleaned and shut down according to directions provided.
- Dispose of all grease/ oil properly.
- Surface clean all appliances used; clean any spills in ovens and on racks.
- All stainless steel surfaces (prep table and counters) are to be washed with dish soap and hot water; sprayed with disinfectant; and dry with a clean, soft cloth.
- Remove all food particles from sinks, wash the stainless steel sink with dish soap and hot water, and dry with a clean, soft cloth.
- All garbage bags must be placed in the dumpsters provided
- If minor damage to the facility occurs during the reserved use time or if additional clean-up is required by staff, the refundable cleaning/ damage deposit, or a portion thereof, will be retained to return the facility, including the hall, bar area, restrooms, pool and parking lot, to its original condition, including cost of materials and labor for unscheduled cleaning and/or repair of the facility.

NOTE: Regardless if a Caterer is used or not, you as RENTER are still responsible for the general condition of the kitchen.

GENERAL POLICIES

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- All fees and use regulations are subject to change.
- Maximum number of people allowed in the clubhouse is 100 for Seating and Dining.
- Smoking is prohibited inside the clubhouse. Individuals may smoke in an outdoor area that is a minimum of 20 feet from any main exit, entrance, or operable window. Violation will cause forfeiture of refundable cleaning/ damage deposit or a portion thereof.
- CMDTRA is not responsible for items left before or after designated rental times.

ADDITIONAL RENTER RESPONSIBILITIES

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- You are solely responsible and accountable financially for any and all accidents or injuries to persons or property resulting from your use of clubhouse & the surrounding facilities. You shall be responsible for the control and supervision of all people in attendance during your usage of the clubhouse and shall take care to see that no damage is done to the clubhouse & the surrounding facilities and that everyone conducts themselves in an orderly manner.
- If damage to the clubhouse or behavior or your guests' warrants, your function may be stopped in progress and you may be denied further use of clubhouse.

INDEMNIFICATION

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Applicant shall indemnify, defend and hold harmless the Concord Mt. Diablo Trail Ride Association (CMDTRA), its officers, members, employees and volunteers against and from claims or suits for damages or injury to the extent arising from applicant's negligent act, error or omissions of this Rental Procedure and shall further indemnify and hold harmless CMDTRA, its officers, members, employees and volunteers against and from claims or suits to the extent arising from any negligent performance and against and from all costs, attorney's fees and costs of defense, expenses, and liabilities related to claim or action or proceeding brought within the scope of the indemnification. I/we assume and accept full risk and danger of any hurt, injury or damage, which may occur through or by reason of any matter thing or condition, negligence or default or any person or persons whatsoever in the exhibitions, sports, shows, activities, rides, picnics, swimming parties, dinners, contests or meetings to be engaged in during the time of this contract is in effect. I/we agree to abide by the attached rental rules.

Renters must complete appropriate CMDTRA release of Liability form(s) and submit them to the Rental Chair.

INSURANCE

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All applicants shall provide CMDTRA with a valid Certificate of Liability Insurance written through carriers acceptable to CMDTRA such certificate shall provide Bodily injury and Property Damage Liability protection in the amount of \$1,000,000 per occurrence. If alcohol is to be sold, liquor liability is required. The Certificate of Insurance shall name CMDTRA, its officers, members, employees and volunteers as the Additional Insured and shall be properly executed with an original signature of an authorized agent of the insurance company and is due at the time final payment is made. All renters must provide proof of insurance listing CMDTRA as additional insured on your (person renting) policy no later than 14 days before the event.

NOTE: Please contact your insurance agent regarding whether or not your homeowner’s policy may be extended to cover your event or visit www.eventhelper.com

RELEASE and INSURANCE

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Release of Liability and Assumption of Property Damage: In consideration of this acceptance of the foregoing application, the undersigned as an authorized representative of the group making the application hereby releases the Concord Mt. Diablo Trail Ride Association, and the officers and members thereof, and each of them from all and every claim for damages which may accrue to any renting group member, guest or dependent, against said Concord Mt. Diablo Trail Ride Association. I/We assume and accept full risk and danger of any hurt, injury or damage, which may occur through or by reason of any matter thing or condition, negligence or default or any person or persons whatsoever in the exhibitions, sports, shows, activities, rides, picnics, swimming parties, dinners, contests or meetings to be engaged in during the time of this contract is in effect. I/We agree to abide by the attached rental rules.

ALCOHOL BEVERAGE POLICY

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- Alcohol may be consumed on site when there is no monetary exchange for the beverages **and/or admission charged** to the event.
- Alcoholic beverages in any form will not be **SERVED TO or BY PERSONS UNDER THE AGE OF 21 YEARS.**
- Alcoholic beverages **MAY NOT BE SERVED AT EVENTS THAT ARE DESIGNED FOR YOUTHS UNDER 21 YEARS OF AGE.** Violations of these requirements will result in termination of the event and may result in your damage deposit being automatically forfeited.
- No kegs/pony kegs of beer are allowed at the clubhouse or pool areas.
- Applicants, whose activities include service of alcoholic beverages, must bear in mind that the applicant may be responsible for situations involving persons leaving the facility while under the influence of alcohol.

CATERERS INSURANCE REQUIREMENT

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As previously stated, Caterer must maintain during the term of this rental agreement the following insurances and must provide a copy to CMDTRA:

- a) Workers’ Compensation and Employer’s Liability, Insurance as prescribed by applicable law.
- b) Commercial General Liability Insurance written through carriers acceptable to the CMDTRA. Such certificate shall provide bodily injury and property damage liability protection in the amount of \$1,000,000 per occurrence. Certificate of insurance shall name the CMDTRA, its officers, employees and volunteers as the additional insured and must specify that the caterer’s insurance shall be primary to any insurance carried by CMDTRA.

I have read, understand, and agree to abide by the rules given above (4 pages total).

Renters Signature: _____

Print Name: _____

Date: _____