

Rentals are not considered confirmed until a permit has been issued by a supervisor. We recommend not sending out any type of confirmation until you have received this permit.

**Renter Name:** \_\_\_\_\_

**Group/Business Name:** \_\_\_\_\_

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

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Home Phone:** \_\_\_\_\_ **Cell Phone:** \_\_\_\_\_

**Event:** \_\_\_\_\_ **Expected Attendance (150 Max):** \_\_\_\_\_

**Event Date:** \_\_\_\_\_ **Lock-in Time - up to 8 hours:** \_\_\_\_\_

**Times Available:**

*Mondays – Thursdays:* 9:30 p.m. - 4:00 a.m.

*Fridays:* 9:30 p.m. - 6:00 a.m.

*Saturdays:* 7:30 p.m.-9:00 a.m.

*Sundays:* 6:30 p.m. - 4:00 a.m.

**Package (circle):**            **A**                    **B**

<b>Package</b>	<b>Resident Organization (1-100 people)</b>	<b>Non- Resident Organization (1-100 people)</b>	<b>Resident Organization (per person over 100)</b>	<b>Non-Resident Organization (per person over 100)</b>	<b>Refundable Damage Deposit</b>
<b>Package A</b>	\$1,000.00	\$1,250.00	\$5.00	\$5.00	\$300.00
<b>Package B</b>	\$800.00	\$1,000.00	\$6.00	\$6.00	\$300.00

Package A includes: meeting rooms, party room, gym, outdoor pool (2 hours), lobby, kitchen and tot room (for bag check only). The fitness area, aerobics rooms, offices and concession stand are not included.

Package B includes: meeting rooms, party room, gym, lobby, kitchen and tot room (for bag check only). The fitness area, aerobics rooms, offices and concession stand are not included.

**Room set-up notes:** \_\_\_\_\_

**Tenant Initials** \_\_\_\_\_

<b>FOR OFFICE USE ONLY</b>	
<b>Total Rental Fees:</b> _____	<b>Total Deposit:</b> _____
<b>1<sup>st</sup> Payment Due:</b> _____	<b>Balance Due:</b> _____
<b>Insurance Certificate on File:</b> _____	
<b>Staff Initials:</b> _____	<b>Date:</b> _____
<b>REGULATIONS/INFORMATION</b>	

1. Reservations will not be accepted more than twelve (12) months in advance.
2. Rental includes the use of the following rooms: meeting rooms, party room, gym, lobby, kitchen and tot room (for bag check only). The outdoor pool is available with Package A only for a maximum of 2 hours and must conclude by 12:00 midnight. The fitness area, aerobics rooms, offices and concession stand are not included. Tables and chairs are included with your rental. A pull down screen and projector are available in the meeting rooms at no cost.
3. Participants:
  - A. The maximum number of participants allowed is 150 total people (children and adults).
  - B. 1 adult per 15 participants under the age of 18 is required.
4. Activity exceptions:
  - A. Retail or commercial sales of any kind without written approval of the Director of Parks and Recreation.
  - B. No public auctions may be held at The Timbers.
  - C. Silent auctions may be held by special permission.
  - D. No for-profit events.
  - E. No alcohol allowed at lock-ins.
5. Rental dates will not be held without this signed agreement and paid refundable security deposit. The rental fees are due forty five (45) days prior to the rental date. If the balance is not paid forty five (45) days prior to the rental date, your reservation will be cancelled and your rental fee will be retained by the City of Eureka. Your deposit will be returned.
6. No more than four (4) weekend days per calendar year may be reserved by any one organization/individual (Friday - Saturday), unless approved by the Board of Aldermen.
7. Cancellation of the rental agreement must be submitted in writing no less than forty five (45) days prior to the rental date; otherwise, the rental deposit is forfeited.
8. Damage/cleanup deposits that were paid by cash or check will be refunded and mailed 3 - 4 weeks after the completion of the rental. Deposits paid by credit card will be refunded back to the card 5 - 7 business days after the completion of the rental. Should any damages and/or insufficient cleanup occur:
  - A. Damage or insufficient cleanup will be noted on check-out sheet.
  - B. The tenant will be contacted within ten (10) business days via written notification of any cost incurred by damages/insufficient cleanup.
  - C. The damage/cleanup cost will be deducted from the damage/cleanup deposit.
  - D. The amount of the damage/cleanup cost which exceeds the deposit will be billed to the tenant. The tenant agrees to pay the damage/cleanup cost within ten (10) days of notification.
9. Rentals may be held for 8 total hours and can occur during the following times:
  - Mondays – Thursdays:** 9:30 p.m. – 4:00 a.m.
  - Fridays:** 9:30 p.m. – 6:00 a.m.
  - Saturdays:** 7:30 p.m. – 9:00 a.m.
  - Sundays:** 6:30 p.m. – 4:00 a.m.
10. Tenant responsibilities:
  - A. If the tenant is not able to attend the rental function, he/she must designate another person responsible for the function and inform Parks & Recreation staff. Staff must be notified of any changes at least 5 business days prior to the rental. The tenant is liable for all damages/cleanup as stated in the contract.
  - B. A certificate of insurance that reflects the City of Eureka as an additionally insured party in the amount of \$2 million is required for lock-ins.
  - C. Guests are restricted to the rental area of the building.
  - D. All food and beverages must remain in the meeting rooms.
  - E. Upon arrival and departure, the tenant will check in with a staff member.
  - F. Decorations are limited to table top decorations. No decorations are to be hung from the light fixtures, ceiling or walls. **\*\*CONFETTI IS NOT PERMITTED.\*\***
  - G. All items brought into The Timbers MUST be removed by the tenant before leaving the building. The City will not be held responsible for any items left behind. Items rented from outside companies must be removed following the event. Tenant agrees that it will not seek recovery from the City of Eureka for any lost or stolen items.
  - H. Tenant must notify the building attendant immediately of any spills, broken items or items not working properly.
  - I. All City-owned property must remain inside of The Timbers at all times.

**Tenant Initials** \_\_\_\_\_

- J. No open flames are allowed. Candles must be in a contained area, such as votives or hurricanes, at all times.
  - K. The renter will be permitted to hire subcontractors (i.e. DJ companies, inflatables, etc), but they all must be approved by City staff. A certificate of insurance that reflects the City of Eureka as an additionally insured party in the amount of \$2 million is required for all subcontractors.
11. Smoking is not permitted inside The Timbers.
  12. The tenant has the right to use the specified premises, as stated in the contract, and no other. The tenant shall not sublet the premises.
  13. The tenant shall use the facility in a safe and careful manner, and shall comply will all applicable Municipal, State and Federal Laws, and rules and regulations as prescribed by the Fire and Police departments. The tenant shall not in any way, mar, deface, alter or damage any part of the facility. The tenant agrees to be responsible for any actions of its guests/invitees.
  14. All portions of the sidewalks, entries, passages, vestibules, halls, doors and all ways of access to the premises and into any place on the premises shall in no way be obstructed by the tenant.
  15. The tenant shall indemnify the City from all loss and expenses from liability, or claim of liability, for injury or damage to person or property claimed to have been sustained, through use of the facility, whether such use is authorized or not. The tenant shall pay for any and all damages, or loss or theft to the property done by the tenant, or guests, patrons, employees or invitees of the tenant.
  16. The tenant releases the City of Eureka, its employees and agents, from all liability for any loss, injury or damages to persons or property that may be sustained through rental of the facility.
  17. In the handling or custody of property of any kind shipped or delivered to the premises at any time, the City and its employees shall act solely for the accommodation of the tenant and shall not be liable for any loss, damage or injury to such property.
  18. No rental agreements will be accepted signed by persons under 18 years of age. Persons 20 years and younger will be instructed that no alcohol will be permitted on the premises.
  19. Persons 21 years and older may enter into this agreement and include alcohol on the premises, provided there is compliance with all laws. This person is the responsible party and must control the consumption of alcohol by all guests. The tenant is responsible for compliance with all liquor regulations and City ordinances.
  20. It is agreed by and between the parties hereto that the ordinances of the City and policies of the Parks and Recreation Department shall be and are a part of the rental agreement, as though they were set out in full herein.
  21. The City reserves the right to cancel any reservation with cause or to require such additional safeguards, before or during the function, as it may deem necessary. If the City chooses to cancel any reservation, all rental fees will be refunded.
  22. This rental agreement and all terms and conditions shall be binding to the benefit of the parties hereto, their heirs, executor, administrators, personal representatives, successors and assigns.
  23. As the tenant identified on page one (1) of this agreement I have read and agree to comply with all regulations.
  24. My signature on this form further gives permission to the City to take photographs/videos of me, and my family, if applicable, at this event and to use these images for future promotions.
  25. I represent that I have the authority to enter into this agreement and bind myself and my company to the terms of this agreement.
  26. I agree to comply with all occupancy standards set for the room(s) I have rented and acknowledge that my event will be stopped if I exceed the occupancy with no refund from the City.
  27. If the City of Eureka undertakes any collection action to recover any sums due under this agreement, the tenant agrees to pay all the expenses, costs and reasonable attorney's fees incurred by the City.

IN THE WITNESS THEREOF WE HAVE HEREUNTO SET OUR HANDS THIS \_\_\_\_\_ DAY  
 OF \_\_\_\_\_, 20\_\_\_\_\_.

BY: \_\_\_\_\_  
**CITY OF EUREKA, LANDLORD**

BY: \_\_\_\_\_  
**TENANT OR REPRESENTATIVE**  
 (Revised 10/9/14)