



**BOYS & GIRLS CLUB**  
OF VISTA

# Facilities Rental Agreement & Terms and Conditions of Use

Revised 2/1/2024

410 W CALIFORNIA AVE  
VISTA, CA 92083  
P: (760) 724-6606  
[www.bgcvista.org](http://www.bgcvista.org)



**BOYS & GIRLS CLUB**  
**OF VISTA**

Thank you for your interest in renting facility space at the Boys & Girls Club of Vista! Enclosed are the facilities rental agreement, liability waiver, and terms and conditions of use that we provide all groups and organizations who use our facilities. We have also included information that will help you plan and prepare for your rental.

It is important that you read each document carefully and thoroughly and that you understand all of the information provided. Please sign the documents attached and acknowledge that you have read and understand all of the terms and conditions of use prior to rental. If something is not clear or you need further clarification, please contact us prior to signing.

After an agreement is executed and the deposit is paid, the remaining fees will be due thirty (30) days prior to the event. If these fees are not paid by this date, your reservation may be cancelled and the deposit forfeited.

We suggest that you reserve space well in advance. No date is reserved until the accompanying paperwork, background check and deposits are executed, received, and accepted. Please keep a copy of this rental agreement for future reference.

We look forward to partnering with you.

# BOYS & GIRLS CLUB OF VISTA

## CHECK LIST/RECORD OF DEPOSITS & PAYMENTS (Club Use Only)

		DATE
FACILITIES RENTAL AGREEMENT		_____
WAIVER OF LIABILITY		_____
BACKGROUND CHECK		_____
ROOM DEPOSIT	Amount _____	_____
ROOM RENTAL FEE (includes set up, take down, cleaning)	Amount _____	_____
BALANCE DUE	<b>Amount</b> _____	<b>DUE BY</b> _____
LIABILITY INSURANCE CERTIFICATE		_____
PRE-RENTAL FACILITY CHECKLIST		_____
POST-RENTAL FACILITY CHECKLIST		_____

**FACILITIES RENTAL AGREEMENT**

This FACILITIES RENTAL AGREEMENT (“Agreement”) is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ in Vista, California by and between the Boys & Girls Club of Vista (“Boys & Girls Club”) and \_\_\_\_\_ (“Renter”) (hereinafter referred to individually as “Party” and collectively as “Parties”). Any reference to either Party in this Agreement applies to all officers, employees, representatives, agents, personnel, and/or any and all persons directly or indirectly acting for or with either Party in the performance of this Agreement and are bound by the terms herein. If Renter is entering this Agreement on behalf of an organization or entity, Renter acknowledges that he or she has authority to act on behalf of and bind the organization or entity. The Parties hereby agree as follows:

**FACILITIES.** Renter shall rent certain space from the Boys & Girls Club of Vista at its facilities located at 410 W California Ave in Vista, CA 92083, specifically:

(“Facilities”). Rental of Facilities does not include any outside areas and such areas may not be used for any reason unless authorized by the Boys & Girls Club and specified herein or in a separate writing.

Any event or activity taking place at Facilities must be disclosed to and approved by the Boys & Girls Club prior to execution of this Agreement. Renter must notify the Boys & Girls Club immediately of any changes or modifications to such event or activity and receive approval at least twenty-four (24) hours before the date of event or activity.

**RENTAL PERIOD.** This Agreement is effective on \_\_\_\_\_ and ends on \_\_\_\_\_. Renter shall rent Facilities on the following date(s) and time(s) (“Rental Period”):

<u>DATE</u>	<u>TIME</u>

The rental date(s) and time(s) above will include a thirty-minute set up period and an additional thirty-minute break down and clean up period. Renter and all guests and members of Renter’s group or organization must vacate the building at the end of the thirty-minute break down and clean up period. Remaining in Facilities longer than contracted will be subject to a loss of deposit and shall be charged twice the rental fee of Facilities, in addition to other applicable fees and costs specified herein.

***Facilities are not available for rent during regular Boys & Girls Club hours of operation or during scheduled Club special events. All events must end by 10:00pm and Renter and all guests and members of Renter’s group or organization must be completely cleared out of Facilities, including clean up, by 11:00pm.***

**TERMS AND CONDITIONS OF USE.** Renter shall abide by and obey and cause all guests and members of Renter's group or organization to abide by and obey, all laws, rules, and regulations of all governmental and lawful authorities while present at and using Facilities. Renter and all guests and members of Renter's group or organization shall not engage in any activity, practice, or conduct which would violate such laws, rules, and regulations. Renter shall abide by and obey and cause all guests and members of Renter's group or organization to abide by and obey, all of the Boys & Girls Club's Terms and Conditions of Use, attached herein as ATTACHMENT TWO, while accessing and using Facilities.

**ENTIRETY.** This Agreement and any attachments constitutes the entire understanding and agreement between the Parties with respect to its subject matter and supersedes all prior and contemporaneous agreements, understandings, inducements, or conditions, express or implied, written or oral, between the Parties, preceding this Agreement. Any term or provision of this Agreement may be amended, changed, or modified only by written agreement duly executed by the Parties.

**WAIVERS.** Failure or delay of any Party, at any time, to enforce any provision of or to exercise any right or remedy in this Agreement shall not be construed to be a waiver of, or the right of the Party thereafter, to enforce such provision, right, or remedy. The waiver of a specific breach may be valid and effectuated only by a written agreement duly executed by the waiving Party. Such formal waiver shall not constitute a waiver of any other provision, right, or remedy.

**SEVERABILITY.** The Parties agree that if any part, term, or provision of this Agreement are held to be invalid, illegal, unenforceable, or in conflict with any valid controlling law in any respect, that invalidity, illegality, unenforceability, or conflict will not affect any other provision of this Agreement. All remaining provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

**ASSIGNMENT.** The rights, duties, and obligations herein are exclusive to the Parties to this Agreement. Renter shall not assign, transfer, or otherwise delegate, in whole or in part, by operation of law or otherwise, this Agreement or any of its rights or benefits herein. Any purported assignment or delegation will void this Agreement at the sole option of the Boys & Girls Club.

**GOVERNING LAW.** This Agreement shall be governed by the laws of the State of California without regard to the conflicts of law principles thereof.

*[Remainder of page intentionally left blank; signature page to follow.]*

BY SIGNING BELOW, RENTER ACKNOWLEDGES THAT THE ABOVE INFORMATION IS ACCURATE, THAT HE OR SHE IS OVER THE AGE OF 18 YEARS, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS AGREEMENT, AND THAT HE OR SHE HAS READ, UNDERSTANDS, AND AGREES TO ABIDE BY THE TERMS OF THIS AGREEMENT.

**RENTER**

**BOYS & GIRLS CLUB OF VISTA**

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**DATE**

**DATE**

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**BILLING ADDRESS**

**BILLING ADDRESS**

410 W California Ave  
Vista, CA 92083  
P: (760) 724-6606  
admin@bgevista.com

**ATTACHMENT ONE**  
**WAIVER OF LIABILITY AND INDEMNIFICATION**

Renter hereby acknowledges and agrees as follows:

1. Renter agrees to complete successful background check prior to use.
2. Renter expressly understands and agrees that the Boys & Girls Club of Vista, its officers, employees, representatives, agents, personnel, and/or any and all persons directly or indirectly acting for or with the boys & girls club will not be liable for any injury to any person or damage to any property resulting from the access to and use of facilities or activities of renter or renter's group or organization conducted on or about facilities. The access to and use of facilities shall be at renters, and all guests and members of renter's group or organization's own risk. Renter shall bring to the Boys & Girls Club of Vista's immediate attention the discovery or knowledge of any potential or actual problems or liabilities.
3. The Boys & Girls Club of Vista shall not be liable to renter, or any guest or member of renter's group or organization accessing or using facilities, for any and all special, indirect, incidental, punitive, or consequential injuries or damages, arising from or related to this agreement, including bodily injury, death, loss of revenue, profits, or opportunities, and claims by any third party, even if the parties have been advised of the possibility of such damages. The foregoing limitation applies to all causes of action in the aggregate, including and without limitation to, breach of contract, breach of warranty, negligence, strict liability, and other torts.
4. Renter shall release, indemnify, defend, protect, and forever discharge and hold harmless the Boys & Girls Club of Vista and its officers, employees, representatives, agents, personnel, and/or any and all persons directly or indirectly acting for or with the Boys & Girls Club of Vista from any and all liabilities, claims, damages, injuries, losses, costs, fees (including reasonable attorneys' fees), or demands of whatever nature by Renter or any third party, either in law or in equity, which arise from the access to and use of Facilities including any liabilities, claims, damages, injuries, losses, costs, fees, or demands caused in whole or in part by any negligent act or omission of Renter or any guest or member of Renter's group or organization. Renter understands and acknowledges that this waiver discharges Company from any liability or claim that Renter or any guest or member of Renter's group or organization may have against the Boys & Girls Club of Vista with respect to any bodily or personal injury, illness, death, or property damage or loss that may result from access to and use of Facilities unless resulting from the Boys & Girls Club of Vista's gross negligence or willful misconduct. The Boys & Girls Club of Vista shall promptly notify Renter of any claim for indemnification. All provisions of this waiver requiring Renter to indemnify, defend, protect, and forever discharge and hold harmless the Boys & Girls Club shall survive any termination of this Agreement.

*INITIALS* \_\_\_\_\_

5. Renter has received, reviewed, and fully understands all of the Boys & Girls Club of Vista's terms and conditions of use attached herein while accessing and using Facilities. Renter and all guests or members of Renter's group or organization accessing and using Facilities shall abide by such Terms and Conditions of Use of Facilities.
6. Renter has inspected Facilities and has determined that it is in a safe and appropriate condition for the approved event or activities planned. Renter, and all guests or members of Renter's group or organization accessing and using Facilities, ensure that said property or premises are kept and operated in a safe and appropriate condition and manner.
7. The Boys & Girls Club of Vista reserves the right to eject any person(s) from any portion of Facilities for good cause, including violation of this Agreement or the Terms and Conditions of Use. Upon the exercise of this authority, Renter waives any right or claim for damages against the Boys & Girls Club of Vista.
8. This waiver is intended to be as broad and inclusive as permitted by, and that this waiver shall be governed by and interpreted in accordance with, the laws of the State of California. Renter agrees that in the event that any clause or provision of this waiver is deemed invalid, the enforceability of the remaining provisions of this waiver shall not be affected.
9. Renter is expressly authorized to bind each and all guests or members of Renter's group or organization

By signing below, renter acknowledges that the above information is accurate, that he or she is over the age of 18 years, that he or she is authorized to execute this agreement, that he or she has read, understands, and agrees to abide by the above release and to be legally bound, and hereby waives his or her rights freely and voluntarily without any inducement, assurance, or guarantee being made to renter to the fullest extent allowed by law.

**FULL NAME**

**DRIVERS LICENSE NO.**

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**SIGNATURE**

**DATE**

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**ATTACHMENT TWO**  
**TERMS AND CONDITIONS OF USE OF FACILITIES**

**RENTAL RATES**

***Deposits (Required)***

No Food or Beverage	\$50 (Refundable)
With Food and/or Beverage	\$100 (Refundable)

***Rental Fees***

Gym/Restrooms	\$100 per hour
Club Rooms	\$60 per hour
Baseball Field	\$100 per hour; \$125 per hour with lights
Board Room	\$100 per hour; \$125 per hour with kitchen use

*Please include the time to set up and clean up time as part of the total rental hours required.*

**DEPOSIT**

To reserve a space at the Boys & Girls Club, Renter must submit the required deposit at the time of execution of this Agreement (“Deposit”). The deposit is separate from any rental fees to be paid by Renter for the access to and use of Facilities.

**CLEAN UP AND DAMAGE DEPOSITS AND REFUNDS**

The Deposit is paid to ensure proper cleanup of and to cover any replacement, repairs, damages, or losses to Facilities. Deposit refunds will depend on the condition of Facilities at the end of the Rental Period and be based on the information contained in the Post-Rental Facility Checklist. Any refunds of the Deposit shall be provided to Renter within sixty (60) calendar days from the end of the Rental Period.

Renter will not be charged for normal wear and tear. However, Renter shall be charged for any areas that require additionally cleaning, especially for areas with carpet and the restroom. Usually, this involves food and drink spilled on the carpet, clogged toilets, and unsanitary restroom floors. Renter is highly encouraged to do a walk-through with the Boys & Girls Club of Vista staff at the end of the Rental Period and sign the Post-Rental Facility Checklist. Renter shall be required to pay the full cost of materials, labor, replacement, repairs, or damages over and above the amount of the Deposit, regardless of the amount.

**MODIFICATIONS AND CANCELLATIONS**

Renter shall receive 50% of a refundable Deposit if a modification or cancellation of a Facilities rental reservation is received sixty (60) or more calendar days prior to the start of the Rental Period. Any Facilities rental reservations modifications or cancellations received less than sixty (60) calendar days prior to the start of the Rental Period will result in forfeiture of the entire Deposit.

In the event of a cancellation of a Facilities rental reservation by the Boys & Girls Club of Vista, notice will be given as far in advance as possible. Renter shall receive a full refund of any Deposits made.

### **BOYS & GIRLS CLUB STAFF/ATTENDANT**

Unless authorized in a previous agreement with the CEO, Boys & Girls Club of Vista staff member must be present at all times when Facilities are in use. The assigned staff member is available to answer any general or procedural questions and to monitor the event and the general premises. Any time the assigned staff member works beyond the contracted time, the additional cost for overtime will be calculated at time and a half.

### **RENTER RESPONSIBILITIES**

1. Renter is solely responsible for:
  - a. Monitoring the entrance door to ensure only invited guests enter and rest of the Club is secure;
  - b. Supervising the event;
  - c. Cleaning up all food, linen, utensils, and decorations;
  - d. Moving any tables and chairs for the event and returning such tables and chairs to a location as directed by Boys & Girls Club staff at the end of the event;
  - e. Removing any and all decorations and disposing of such decorations properly or as directed by Boys & Girls Club staff at the end of the event;
  - f. Bagging all trash and placing it in the outside dumpster;
  - g. The behavior of all guests and hiring security if reasonably necessary or desirable; and
  - h. Turning all lights off and securing and locking any and all doors and gates if applicable.
2. The floor must be clear of excess trash, litter, and food and vacuumed if applicable or necessary.
3. Renter is responsible for and must monitor the volume of any sound system or band. Any Boys & Girls Club of Vista staff has the authority to request adjustment to volume level.

### **USE OF OPEN FLAMES AND FIRE ALARM**

Smoking and open flames (including use of candles) are not permitted anywhere inside of, outside of, or near Facilities. The Boys & Girls Club of Vista reserves the right to extinguish or deny any open flames which may cause harm or damage to guests or Facilities.

If the fire alarm is activated during an event, all guests must exit Facilities to a safe location and may not return until Boys & Girls Club staff determines that it is safe to reenter.

## **DANCE FLOORS**

No dancing is permitted on carpeted areas and portable dance floors are required if there will be dancing during the event. Any portable dance floors **MUST** be rented by Renter at Renter's sole expense. If a dance floor is installed, it may not be left assembled at the end of the Rental Period and must be disassembled, removed, and placed where it can be picked up or as the assigned Boys & Girls Club staff directs. The delivery, set up, and removal of the dance floor may be affected by other scheduled uses of Facilities. Thus, it is Renter's responsibility to coordinate with the Boys & Girls Club and plan for and ensure timely delivery, set up, and removal of the dance floor.

## **DECORATING GUIDELINES**

1. All decorating is to be done by Renter or hired services.
2. Decorating may consist of non-helium balloons, floral arrangements, free-standing arches, or table top displays. Helium balloon bouquets are **NOT** allowed.
3. No decorations shall be permitted to be hung, taped, tacked, or nailed to any walls, windows, ceiling, or fixtures without written approval by the Boys & Girls Club of Vista. No free-floating balloons are permitted because of lights, sprinklers, and air vents.
4. The Boys & Girls Club of Vista reserves the right to request the removal of any decoration which may be considered a fire hazard or damaging to Facilities or equipment.
5. Rice, birdseed, confetti, glitter, hay, or similar items will not be permitted inside or outside of Facilities.
6. Break down and clean up of decorations must be completed within the Rental Period as specified in this Agreement. Any occupancy of Facilities beyond the permitted Rental Period, including break down and clean up time, shall result in loss of the Deposit, additional rental fee at a rate specified herein, and overtime charges for the assigned Boys & Girls Club staff member.

## **AUTHORITY**

The Boys & Girls Club of Vista has the sole discretion and authority to end an event at any time if the safety of Facilities and guests are believed to be at risk or if Renter and/or any guests violate any of the Terms and Conditions of use. The Boys & Girls Club of Vista has the sole discretion and authority to summon law enforcement if Renter and/or any guests violate any of the Terms and Conditions of Use or exhibit any unlawful or dangerous behavior.

## **INSURANCE REQUIREMENTS**

The Boys & Girls Club reserves the right to require Renter to provide liability insurance in coverage amounts consistent with the Boys & Girls Club of Vista Insurance Policy Requirements, attached herein as ATTACHMENT THREE, if, at the sole discretion of and decision by the Boys & Girls Club, that the proposed access to and use of Facilities by Renter presents risk of exposure to liability for the Boys & Girls Club of Vista. In that circumstance, Renter shall be required, as a condition of approval of Renter's rental reservation, to submit a certificate of insurance naming the Boys & Girls Club as an additional insured.

## **SECURITY GUIDELINES**

### *Size of Group*

The size of the group or organization accessing or using Facilities or certain types of events or activities may necessitate security during the event. The Boys & Girls Club of Vista, at its sole discretion, may require that Renter provide security during the Rental Period. Any event that serves alcohol will require a minimum of one security personnel regardless of the size of the group or organization or type of event or activity.

### *Number of Security Personnel*

The number of security personnel needed at an event may vary depending on the size of the group or organization, the type of event or activity, and what is deemed adequate to ensure a safe environment for the Boys & Girls Club of Vista property, staff, Renter, and guests and members of Renter's group or organization. As a standard practice, the Boys & Girls Club of Vista requires at least one security personnel if at least 100 guests attend an event.

### *Obtaining Security*

All fees associated with obtaining security personnel shall be paid for by Renter in addition to any rental fees and related costs.

### *Other Requests for Security*

Other requirements for security may include, but are not limited to, events which include the following: bands (live music); special equipment use; events held indoors and outdoors; displays; large groups; night events; or valuable property.

### *Responsibilities of Security Personnel*

Security personnel ensure the safety and welfare of Boys & Girls Club of Vista property, staff, Renter, and guests and members of Renter's group or organization. Security personnel will be in uniform and will check in with Renter **and** the assigned Boys & Girls Club staff member at least a half hour prior to the start of the event and shall remain at Facilities for a half hour following the close of the event. Security personnel are asked to keep a low profile, entering the event occasionally or when necessary, and generally patrol other areas of Facilities, Facilities perimeter, and parking areas.

**ATTACHMENT THREE**  
**BOYS & GIRLS CLUB INSURANCE POLICY REQUIREMENTS**

Renter may only access and use Facilities for a designated and approved purpose subject to payment of a rental fee and related costs, and if applicable, full satisfaction of the following insurance requirements.

Renter shall procure and maintain, for the duration of the Rental Period, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the access to and use of Facilities. The cost of such insurance shall be borne by Renter in addition to the rental fee and related costs.

**Minimum Scope of Insurance**

Coverage shall be at least as broad as Insurance Service Office Commercial General Liability coverage (“occurrence” from CG0001).

**Minimum Limits of Insurance**

Renter shall maintain limits no less than \$1,000,000 per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limits shall apply separately to this event or location or the general aggregate limit shall be twice the required occurrence limit.

**Deductibles and Self-Insurance Retentions**

Any deductibles or self-insured Retentions must be declared to and approved by the Boys & Girls Club of Vista. At the option of the Boys & Girls Club, either: the insurer shall reduce or eliminate such deductibles or self-insured Retentions as respects the Boys & Girls Club of Vista, its officers, officials, employees, and volunteers; or Renter shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

**Other Insurance Provisions**

The policy or policies are to contain or be endorsed to contain the following provisions:

1. The Boys & Girls Club of Vista, its officers, officials, employees, and volunteers are to be covered as insured as respects: products and completed operations of Renter. The coverage shall contain no special limitations on the scope of protection afforded to the Boys & Girls Club, its officers, officials, employees, or volunteers.
2. Renter’s insurance coverage shall be primary as respects the Boys & Girls Club, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Boys & Girls Club, its officers, officials, employees, or volunteers shall be in excess of Renter’s insurance and shall not contribute with it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Boys & Girls Club, its officers, officials,

employees, or volunteers.

4. Coverage shall state that Renter's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Boys & Girls Club.

### **Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

### **Verification of Coverage**

Renter shall furnish the Boys & Girls Club of Vista with original endorsements affecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the Boys & Girls Club. All endorsements are to be received and approved by the Boys & Girls Club at least two (2) weeks before the Rental Period commences. As an alternative to the Boys & Girls Club's forms, Renter's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

**FACILITY CHECKLIST**

**PRE-RENTAL** \_\_\_\_\_ **STAFF:** \_\_\_\_\_

**POST-RENTAL** \_\_\_\_\_ **RENTER:** \_\_\_\_\_

**DATE** \_\_\_\_\_

(Please Initial)

1. Floors, Carpet  
(pre-rental only)  
(indicate problems) \_\_\_\_\_

2. Walls, Ceilings, Mirrors  
(pre-rental only)  
(indicate problems) \_\_\_\_\_

3. Sinks, Countertops, Appliances  
(pre-rental only)  
(indicate problems) \_\_\_\_\_

4. Kitchen  
(appliances, fixtures, etc.)  
(indicate problems) \_\_\_\_\_

5. Restrooms  
(pre-rental only)  
(indicate problems) \_\_\_\_\_

7. Computer/AV Equipment  
(pre-rental only)  
(indicate problems) \_\_\_\_\_

**Please record any damage problems:**

## BACKGROUND INVESTIGATION CONSENT

I, \_\_\_\_\_, hereby authorize the **Boys & Girls Club of Vista** and/or its agents to make an independent investigation of my background, references, character, past employment, education, criminal and police records, including those maintained by both public and private organizations and all public records for the purpose of confirming the information contained on my application and/or obtaining other information which may be material to my qualifications for volunteer service now and, if applicable, during the tenure of my involvement with the Boys & Girls Club of Vista.

I, release the **Boys & Girls Club of Vista** and/or its agents and person or entity, which provides information pursuant to this authorization, from any and all liabilities, claims or lawsuits in regards to the information obtained from any and all of the above referenced sources used.

The following is my true and complete legal name of all information is true and correct to the best of my knowledge.

**If you do NOT have a Middle name, please write 'None' in the provided space.**

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First Name	Middle Name	Last Name
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Maiden Name or Other Names Used

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Present Address (include zip code)	How Long?
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Former Address	(include zip code)	How Long?
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*Date of Birth	Social Security #	Driver's License #	State of License
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Signature