



# **Del Sur Ranch House** **Rental Contract** **School/Charity Events**

<b>OFFICE USE ONLY:</b>
TODAY'S DATE: _____
EVENT DATE: _____
DUE DATE: _____

***Please make an appointment to return completed application to:***  
**15455 Paseo Del Sur, San Diego, CA 92127 – PHONE: (858) 759-1921**

The Del Sur Community Association is pleased to offer our surrounding Public Schools the opportunity to utilize our Ranch House facility for School oriented events/celebrations. It is solely to the discretion of Del Sur Community Association, to authorize the usage of the Ranch House Facility to any or all surrounding Public Schools. The following are stipulations that are to be considered with such allowance. The Following are the schools to be considered upon approval: Del Sur Elementary, Oak Valley Middle School, Del Norte High School, Design 39, Westview High School and Willow Grove.

**These schools must show proof they have student(s) on their school roll who are residents of the Del Sur Community Association membership.**

**ALL REQUIRED DOCUMENTS AND FEES MUST BE RECEIVED 90-DAYS PRIOR TO EVENT. IF PAYMENT OR DOCUMENTS ARE NOT RECEIVED RESERVATION WILL BE CANCELLED.**

INDIVIDUAL OR ENTITY OF RECORD INFORMATION			
ORGANIZATION NAME: _____			
ORGANIZER NAME: _____	PHONE NUMBER: _____		
ADDRESS: _____	ALTERNATIVE NUMBER: _____		
_____	EMAIL: _____		
_____	_____		
RESERVATION INFORMATION			
DATE OF RENTAL:	START:	AM/PM	END: AM/PM
EVENT INFORMATION			
DESCRIBE PURPOSE OF RENTAL IN DETAIL:			
NUMBER OF PEOPLE ATTENDING:		WILL MINORS (UNDER 18) BE ATTENDING?	
WILL ALCOHOL BE SERVED?	YES/NO	BY CATERER?	BY HOST OF THE
SCHOOL/ORGANIZATION?			
PAYMENT INFORMATION (Check or Money Order ONLY)			
(RENTAL) CHECK \$	(RENTAL) CHECK #	(DEPOSIT) CHECK\$	(DEPOSIT) CHECK #

H/O Initial _____ /Mgmt Initial _____
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*Del Sur*

**DEL SUR RANCH HOUSE**

**RULES, REGULATIONS AND POLICIES FOR RANCH HOUSE RENTALS**

**RANCH HOUSE CONTACT:**

Rental Inquiries: [www.delsurcommunity.org](http://www.delsurcommunity.org) or Please call the Ranch House at 858-759-1921 to schedule an appointment.  
Ranch House Hours: M-F 8:00am- 4:30pm

**FACILITY RENTAL HOURS:**

**Wednesday – Sunday** (This includes set-up and clean-up) 4 p.m. to 11 p.m.  
Music must be off no later than 10:00 pm and facility cleaned up no later than 11:00 p.m.

Exterior set up hours commence at 12 noon, all other requests for early set up – must be approved in writing prior to the event.

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Activation of a false alarm at the Ranch House will be subject to additional charges (this could be as much as \$1000, cost is determined by Police Department).

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**FACILITY PRICING**

Rental Fee includes Security and Janitorial (light cleaning required) \$550.00  
Security Deposit \$500.00

You may request early entry into the Ranch House for an additional fee of \$100 per hour. If you run past the event time of 11:00 pm an additional fee of \$250 will be charged for each hour, or part hour.

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In the event that any items such as but not limited to: Party decorations, flowers, food, drinks, tableware, and or any other item that was brought into the Ranch House and its grounds, for purpose of the event mentioned in this contract is not removed/picked-up the night of the event, prior to 11:00 p.m. Del Sur Community Association will charge an additional day of rental; Del Sur Community Association reserves the right to apply this fee at their discretion.

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### **PURPOSE**

*Del Sur Community Association is proud to offer it's surrounding Schools the opportunity to utilize Del Sur Community Association Ranch House facility. The Ranch House is intended for social, cultural, educational and recreation programs. Del Sur surrounding area schools are permitted and encouraged to rent the Ranch House for their school purpose meetings and celebrations. The facility is available on a reservation and fee basis upon Del Sur Community Association's discretion.*

### **AVAILABILITY**

- Reservations may be made up to ninety (90) days and no more than one (1) year in advance of the requested use date for entire facility rental (interior/exterior). The facility is rented on a first-come, first-served basis with certain restrictions. All reservations must be made online at [www.delsurcommunity.org](http://www.delsurcommunity.org). Please contact the On-Site Property Administrator by calling 858-759-1921 if you need approval of your registration on the website. Please understand that this website is exclusively for Del Sur Owners/Residents only.
- No permanent rental or assignment of the Ranch House facility shall be made to any individual or organization. Owners may only book one reservation at a time and no other until the first event has occurred.
- Only Del Sur Residents in good standing (lien free, assessments up to date, no disciplinary actions, etc.) are eligible to rent facilities. Only the legal owner of record or property tenant-occupant legally in possession of the property will be allowed to enter into an agreement with the Del Sur Community Association. **A picture ID, deed or rental agreement, and current billing statement will be required to verify that an applicant meets these requirements.**
- Number of guests is limited to 200 total, never to exceed 75 in the interior. Owner will be responsible for the conduct of their guests and for any damages caused to the Ranch House.

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### **Charitable/School Organization Rental Agreement**

- The Agreement for the Ranch House Use Agreement must be filled out and signed by **both** the responsible party and the Ranch House Representative.
- **Events that are to be held inside the Ranch House cannot begin before 4:00 p.m., set up can begin any time after 12:00 p.m., exterior only.**

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- In the event that vendors, organizers, or any individual directly or indirectly involved with the hosting of the event, mentioned in this contract, enter the inside premises of the Ranch House before the hours of 4:00 pm., an additional fee of \$100 per hour will be charged.

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- In the event that any items such as but not limited to: Party decorations, Flowers, Food, Drinks, Tableware, and or any other item that was brought into the Ranch House and its outside grounds, for purpose of the event mentioned in this contract is not remove/pick-up the night of the event, prior to 11:00 pm. Del Sur Community Association will charge an additional day of rental; Del Sur Community Association reserves the right to charge an additional fee upon DEL SUR COMMUNITY ASSOCIATION discretion and their representatives.

### POLICIES

1. The Del Sur Community Association reserves the right to refuse rental to any individual, group or charitable organization.
2. The Del Sur Community Association at their discretion can allow for other groups or individuals to rent the Facility.
3. **Events that are “For Profit” will not be permitted under any circumstances.**
4. The Organizer of the charitable/school event is **required** to list Del Sur Community Association & First Service Residential as “Additional Insured” on their insurance policy for the date of event and provide a copy of endorsement seven (7) days prior to event.
5. Vendor Insurances is also required.
6. Ranch House onsite parking is limited to **designated spaces only**. Please **do not** park in turnabout. This area must be kept free of cars for safety reasons.
7. **Del Sur Community Association shall give the Organizer prompt written notice on any claim, action or proceeding, which could rise to a right in indemnification under the Ranch House Rental Agreement. Notwithstanding such notice, Del Sur Community Association shall be entitled to engage, at the Organizer’s expense, independent counsel to advise it with respect to any claim, action or proceeding.**
8. All forms of checks and floor & site plans (layout, lighting, etc.) must be submitted for this event at least ninety (90) days prior to event, to allow time of review and approval of Del Sur Community Association. Plans must include:
  - a. **Layout of Party (see Addendum A, B and C for floor and site plan)**

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- b. Electrical requirements
  - c. Parking plan (for larger parties) For example: Food Trucks, etc.
9. Owner acknowledges responsibility for all damage and theft and that Owner/Resident's liability is not limited to the amount of the security deposit.

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### **RESERVATIONS, PAYMENT AND CANCELLATIONS**

The Ranch House Rental Agreement must be completed in full and accompanied by both the Security and Rental Fee at time of approved reservation. Personal checks and money orders are acceptable forms of payment. **Credit Card payments are not accepted. Owner/Resident signing the contract must pay all fees and deposits, no exceptions.**

Cancellation of the Ranch House facility must be made in writing and submitted to the Ranch House Representative, via hand delivery or email. **All rental fees will be forfeited if cancelled less than thirty (30) days from the event date. Refund amount of any rental fees made are at the discretion of the Del Sur Community Association.**

- All fees and deposits must be paid by check or money order before the event is approved.

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Events reserved one (1) year prior to event must be paid in full no later than ninety (90) days prior to rental date. **DEL SUR COMMUNITY ASSOCIATION reserves the right to cancel the event if fees are not paid.**

- **Fees are due at signing of contract.**
  - **All reservations made require the following payments:** Cancellations forfeit all deposits and fees at the discretion of Del Sur Community Association.
  - **Reservations require the following deposits:**
    - 50% of total rental fee is due at contract signing. Remainder due on or before ninety (90) days prior to event.
    - Less than three (3) months requires full rental fee at time of reservation, **full payment must be made at time of reservation, no exceptions.**
- **All forms, checks, floor and site plans must be submitted for this event at least ninety (90) days prior to event, to allow time of review and approval of Del Sur Community Association. Any layout changes must be submitted for review and approval.**

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- **Deposit is refundable upon satisfaction of contract. Premises must be returned to original condition: neat, clean and undamaged. It is the Owner’s responsibility to see that the Ranch House is ready for inspection by the end of event. If any expense is incurred to return the Ranch House to its original condition, the Owner/Resident acknowledges that the expense will be deducted from the Owner’s deposit. Security deposits will be refunded within thirty (30) days after the event, if applicable.**
- Security will be provided through Del Sur Community Association and is part of the Rental Fee.
- Owner acknowledges responsibility for all damage and theft and that Owner/Resident’s liability is not limited to the amount of the security deposit.

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### **LIABILITY AND INSURANCE**

- Organizer (s) agree to hold the Del Sur Community Association and their representative, directors, officers, agents, employees and members harmless and free from any liability for any personal injury, personal property damage or loss sustained by myself or any of my tenants, guests, invitees, or persons admitted to the Ranch House by me or my tenants and guests.
- **All Organizer(s)renting the Ranch House are required to obtain a general comprehensive liability policy of Insurance in the amount of \$1,000,000.00 to cover, among other things, guests, invitees, and agents during the use of the Ranch House and name Del Sur Community Association and FirstService Residential as additional insured on such policy.**
- **If alcoholic beverages will be present at Organizer(s) private gathering, a “host liquor liability” endorsement, naming Del Sur Community Association & First Service Residential as additional insured’s must also be provided.**
- Del Sur Community Association, FirstService Residential or its employees or agents does not accept any legal responsibility for loss, damage, or theft of equipment or articles owned by Owners/Residents, vendors and/or guests; and will not accept any responsibility for any act or incident arising from use of its property or equipment by any individual, organization or group. Should any person in any way associated with the event being reserved claim any injury or property damage, Owner/Resident expressly agrees to defend, hold harmless and indemnify the Del Sur Community Association and its representatives, directors, officers, agents, employees and members with regard to the same. By entering into this agreement, Owner/Resident expressly acknowledges and agrees to this allocation of responsibility.
- The charging of money or fees at the door for entrance into the activity or function is prohibited, unless endorsed by the Del Sur Community Association provides prior approval. Food & alcoholic beverages can **only be served, NOT SOLD.** **The activity will be terminated immediately if minors are found in possession of alcoholic beverages.**

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- Del Sur Community Association at its sole discretion may cancel/suspend the use of the Ranch House by the group or individual if non-compliance with the established policies and procedures. Del Sur Community Association reserves the right to refuse organizer(s) the privilege of renting the facility if previous rental history was disruptive, out of compliance or the requested use is unacceptable to Management.
- Del Sur Community Association is not responsible for any occurrence beyond our control including but not limited to Acts of God, outbreak of hostilities, insurrection, riot, civil disturbance, fires, earthquakes or other natural disasters, the result of which may not be charged against Del Sur Community Association.

## RESERVATION INFORMATION

- A copy of the signed contract must be provided to any vendors, planners, and anyone else associated with the event to insure they are familiar with these guidelines.
- Del Sur Community Association **DOES NOT** provide storage for equipment or supplies. All rental equipment must be removed from the premises immediately following the event and all equipment/rentals cannot be delivered prior to facility rental hours.
- **Animals, other than service animals, are not permitted inside the Ranch House facility.**

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## RANCH HOUSE RULES

### ALCOHOL/SMOKING

- All persons at event must obey all pertinent City and State Laws, e.g., **no alcohol may be served to or consumed by anyone who is under twenty-one (21) years of age** in or around the vicinity of the Ranch House (patio area, lawn, and adjacent parking areas).
- **Smoking is prohibited in or around Ranch House. This is a smoke free facility.**

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### AMPLIFIED MUSIC

- **The volume of any/all music at an event must not be audible beyond the event area and must not interfere with the quiet enjoyment of neighboring homes.** Noise violation may result in forfeiture of all or part of the Security Deposit.

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- **All music must be terminated by 10:00 p.m., no exceptions.**

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- The Ranch House’s Security Personnel reserves the right to monitor and regulate the volume of amplified sound levels to ensure they will not disturb neighboring residents.

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- Explicit language or music is **not** permitted.

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## CLEAN-UP RESPONSIBILITIES

- All clean-up must be accomplished prior to the finish time indicated on the Rental Agreement. Applicants are responsible for the following clean-up at the end of the event:
  - Cleaning of equipment used.
  - Cleaning of any counter area used.
  - Cleaning and wiping of all spill or mishaps.
  - Clean-up of any floor or carpet area soiled or dampened.
  - Clean-up of the kitchen and all amenities used (i.e. mini-refrigerator, ovens, sinks, microwave, etc.)
  - Removal of all trash. Dumpster located next to shed (see site plan for location)
  - Owner/Resident is responsible to bring:
    - Mop
    - Broom and dust pan
    - Trash liners

- **At the end of the rental and clean-up time, it is the responsibility of Owner/Resident Security Personnel to complete the Post inspection.**

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## DECORATIONS

- All props must be free standing, including, but not limited to. **NO** nails, staples, tacks, tape, etc. may be used on walls, ceiling, windows, fixtures or trellis outside the Ranch House.
- No one is permitted to climb or stand on tables, chairs or any furniture, or climb on any exterior surface of the building, fireplace, or shed.
- Ranch House furnishings must remain inside the facility.
- No fires or open flames are permitted (candles, tiki torches, pyrotechnics etc.). Del Sur Community Association has strict fire/flame guidelines.

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- All decorating, food preparation, set up and clean-up is the responsibility of the Owner/Resident renting the facility within the rental period. This includes equipment and supplies dropped-off by outside agencies such as caterers, party rentals, etc.

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## DELIVERIES

- Management Staff (including Security personnel) are NOT authorized to sign for or accept deliveries. A person involved with the event must be present to accept all deliveries within their reserved time.
- Del Sur Community Association is not responsible for any items delivered early or left behind.
- **Catering service and vehicles are not permitted to park in front of Ranch House. All delivery trucks must enter into the 2<sup>nd</sup> driveway to unload items and can temporarily park on the side of the Ranch House, closest to the mail box, but must be moved immediately after unloading.**
- **All deliveries must go through side door leading to the kitchen. DO NOT go through main Ranch House door.**

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## EVENT LAYOUT

- Owner/Resident must provide an event diagram ninety (90) days before the scheduled event.
- Layout **must** include all entertainment and activities that will take place within the facility.

## KITCHEN/DINING FACILITY

- Use of microwave and oven is solely for heating of food. **Cooking inside is prohibited, including use of the open flame on the stove top.**
- The kitchen facility must be left in the same state as it was found. All cooking/kitchen utensils as well as any items needed for clean-up after food services are to be provided by Owner/Resident. If caterers are used, it is the responsibility of the Owner/Resident to advise the caterers of these requirements.

## PRE/ POST INSPECTION REPORT

- Organizer is responsible to schedule a time to conduct a pre-inspection with Ranch House Representative, during regular business hours Wednesday- Friday **12:00 p.m. to 4:00 p.m.**
- A pre-inspection checklist will be completed by both parties at least two (2) business days prior to event. This report is a checklist to ensure the clarity regarding the condition of the Ranch House before and after event. The Ranch House must be cleaned and restored to the exact condition in which it was accepted, as indicated on the Inspection Report. Post Inspection will be conducted by Security Personnel with Owner/Resident. If conducted by someone other than Organizer they are assuming full responsibility of current state of Ranch House.

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- If the facility is not cleaned, damaged, or you run over your rental time a charge and/or late fee may be imposed.

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SET-UP

- **The Owner/Resident signing the agreement must be present at all times during the event, including set up and clean up, all deliveries and pick-up.** All decorating, food preparation, set-up and clean-up is the responsibility of the Owner/Resident renting the facility within the rental period. This includes equipment and supplies dropped-off by outside agencies such as caterers, party rentals, etc.

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- **The Owner/Resident's failure to comply with any of Del Sur Community Association's regulations may result in the cancellation of the event with no fee reimbursement.**
- **Furniture must not be removed from the interior of the Ranch House, but may be moved around inside facility, any damage to furniture, or floor, may result in forfeiture of your deposit.**
- Owner/Resident is required to lift, not drag furniture. All furniture must be returned to its original location after the event. A **service charge of \$250** will be incurred and deducted from the security deposit if furniture is not returned to its original location or any damage to the furniture or flooring has incurred due to dragging of the furniture.

**RANCH HOUSE RENTAL AGREEMENT**

IN WITNESS THEREOF, THE UNDERSIGNED HAS EXECUTED AND DELIVERED THIS RANCH HOUSE RENTAL AGREEMENT AS OF (DATE) \_\_\_\_\_, 20\_\_\_\_.

BY: \_\_\_\_\_ (Owner of Record) SIGNATURE: \_\_\_\_\_

BY: \_\_\_\_\_ (Resident/Tenant) SIGNATURE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ (Street Address, City, State & Zip)

RANCH HOUSE REP: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

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