



Del Sur Ranch House

Rental Contract

Del Sur Clubs

OFFICE USE ONLY

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 are pleased to offer our community clubs the opportunity to utilize the Ranch House facility for community clubs. It is solely at the discretion of the Del Sur Community Association, to authorize the usage of the Ranch House Facility to any community clubs. This facility may not be used for profit.

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

INDIVIDUAL OR ENTITY OF RECORD INFORMATION

ORGANIZATION NAME:

ORGANIZER NAME: _____
ADDRESS: _____

PHONE NUMBER: _____
ALTERNATIVE NUMBER: _____
EMAIL: _____

RESERVATION INFORMATION (Please list all group function dates)

DATE(S) OF RENTAL:	START: AM/PM	END: AM/PM	DATE(S) 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?
ORGANIZATION?

YES/NO

BY CATERER?

BY HOST OF THE

PAYMENT INFORMATION (Check or Money Order ONLY)

(RENTAL) CHECK \$

(RENTAL) CHECK #

(DEPOSIT) CHECK\$

(DEPOSIT) CHECK #



PURPOSE

*Del Sur Community Association is proud to offer its Owners the opportunity to utilize Del Sur Community Association Ranch House facility. The Ranch House is intended for social, cultural, educational and recreation programs, **as well as events held in accordance with Civil Code Section 4515**. Del Sur Owners are permitted and encouraged to rent the Ranch House for their family gatherings, wedding receptions, business meetings and celebrations. The facility is available on a reservation and fee basis.*

UNDER NO CIRCUMSTANCES CAN THE RANCH HOUSE BE UTILIZED FOR COMMERCIAL ACTIVITIES OR PERSONAL FINANCIAL GAIN.

RANCH HOUSE CONTACT

Rental Inquiries:

Please call the Ranch House at 858-759-1921 to inquire about reservations or to schedule a contract signing if you have already made your reservation on the resident website.

FACILITY RENTAL HOURS

Wednesday - Sunday

(This includes set-up and clean-up)

4 p.m. to 11 p.m.

H/O Initial _____ /Mgmt Initial _____

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

H/O Initial _____ /Mgmt Initial _____

FACILITY USE FEE

Club events are limited to 25 persons

\$25.00 per event

H/O Initial _____ /Mgmt Initial _____

Del Sur Club 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 be begin at any time after 4:00 p.m. (unless otherwise approved by management).**

H/O Initial _____ /Mgmt Initial _____



- 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. There will be a fee charged of \$100.00 per hour; the Ranch House reserves the right to apply this fee upon the discretion of the Board and their representatives.

H/O Initial _____ /Mgmt Initial _____

- 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 removed/picked-up the night of the event, prior to 11:00 pm, the Board will charge an additional day of rental; The Board reserves the right to apply this fee at their discretion.

H/O Initial _____ /Mgmt Initial _____

- Number of guests is limited to 25 total, as this is a club reservation. Owner will assume responsibility for the conduct of their guests.
- Following items are not available for use during the event:
 - No use of Interior and Exterior fireplaces (No open flames are allowed in general).

POLICIES

1. The Board reserves the right to refuse rental to any individual group.
2. The Board 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. Vendor Insurances are required.
5. 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. The Board 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, the Board shall be entitled to engage, at the Organizer's expense, independent counsel to advise it with respect to any claim, action or proceeding.
6. If applicable, all forms, checks and plans (layout, lighting, etc.) must be submitted for this event at least thirty (30) days prior to event, to allow time of review and approval of the Board. For larger events that are reserved up to a year in advance, the plans, forms and fees should be provided at least ninety (90) days in advance. Plans must include:
 - a. **Layout of Party (see Addendums A, B and C (checklist floor and site plans))**
 - b. **Electrical requirements, if applicable**
 - c. **Parking plan (for larger parties)**
7. Owner/Resident acknowledges responsibility for all damage and theft and that Owner/Resident's liability is not limited to the amount of the security deposit.

H/O Initial _____ /Mgmt Initial _____

H/O Initial _____ /Mgmt Initial _____



Del Sur

CANCELLATION POLICY

Cancellation of the Ranch House facility must be made in writing and submitted to the Ranch House Representative (Administrative Assistant), via hand delivery, email, or first-class mail.

All fees and deposit applicable per the Board discretion must be paid by check or money order before the event is approved.

H/O Initial _____ /Mgmt Initial _____

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 and FirstService Residential as additionally insured must be provided.
- The Del Sur Community Association, FirstService Residential, it’s employees or agents does not accept any legal responsibility for loss, damage, or theft of equipment or articles owned by Organizer(s) 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.
- The charging of money or fees at the door for entrance into the activity or function is prohibited, unless endorsed by the Council and/or the Council 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. The Board 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. The Board 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.
- The 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 the 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.
- The 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 the event. **If the above is not complied with there will be an additional charge, upon the Del Sur Community Association discretion.**
- **Animals, other than service animals, are not permitted inside the Ranch House facility.**

H/O Initial _____ /Mgmt Initial _____

RANCH HOUSE RULES

ALCOHOL/SMOKING

- All persons at the 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 the Ranch House. This is a smoke free facility.**

H/O Initial _____ /Mgmt Initial _____

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

H/O Initial _____ /Mgmt Initial _____

H/O Initial _____ /Mgmt Initial _____

H/O Initial _____ /Mgmt Initial _____

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

H/O Initial _____ /Mgmt Initial _____



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.**

H/O Initial _____ /Mgmt Initial _____

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.
- 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.
- 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.

H/O Initial _____ /Mgmt Initial _____

PRE/ POST INSPECTION REPORT

- Organizer is responsible to schedule a time to conduct a pre-inspection with Ranch House Representative or security personnel, at the beginning and end of the scheduled event times.
- 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.**

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

H/O Initial _____ /Mgmt Initial _____

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.

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.

H/O Initial _____ /Mgmt Initial _____

- **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____. **Please note that this page MUST be filled out in person at the Ranch House with management.**

BY: _____ (Owner of Record) SIGNATURE: _____

BY: _____ (Resident/Tenant) SIGNATURE: _____

ADDRESS: _____ (Street Address, City, State & Zip)

RANCH HOUSE REP: _____ SIGNATURE: _____