



MONTE VISTA CHRISTIAN SCHOOL RENTAL AGREEMENT

This agreement is made on _____ between Monte Vista Christian School, A California Corporation ("MVC") and _____ for use of MVC's campus facilities and services provided as listed in Agreement. The Renter agrees to a per person rate of _____ based on a minimum of _____ guests and check-in date of _____ and a checkout date of _____. In addition, a security deposit of _____ is required as well as any other deposit that is required at the time of signing this Agreement. The total amount due (including the security deposit) for your event is _____. To secure this reservation, MVC must receive this signed agreement, any other documents required (i.e., insurance certificates, liability waivers, etc.) and a deposit of _____ (percent of total contract amount is determined based on number of days prior to event; i.e. if payment made MORE/LESS than 90 days before arrival).

TERMS AND CONDITIONS

Please read the terms and conditions and initial next to each section.

1. INSURANCE _____

A certificate of insurance is required from all Renters, naming Monte Vista Christian School, A California Corporation, as additional insured, with the following limits:

<i>Comprehensive</i>	Coverage shall include bodily injury and property damage of not less than \$1,000,000 for each occurrence.
<i>General Liability</i>	Coverage must include premises and products/completed operations liability.
<i>Accident Insurance</i>	Participant accident insurance in limits approved by MVC is required for all rental packages.
<i>Automobile</i>	If the Renter owns vehicles which will be used in conjunction with this contract or is hiring or using a third Liability party who will be using their vehicles, limits including bodily injury and property damage of not less than Insurance \$1,000,000 for each occurrence shall apply.
<i>Worker's Compensation</i>	If the Renter has employees who will be working in conjunction with this contract or is hiring or using a third Compensation party who will in turn have its employees working, the statutory limit for worker's compensation insurance shall apply.

The Renter's insurance must clarify that it will be primary over any other insurance covering Monte Vista Christian School and such priority shall be reflected on the Certificate of Insurance submitted by Renter.

2. RESERVATION, DATE OF EVENT, AND CANCELLATION _____

a. Event dates are confirmed upon acceptance by MVC of a signed copy of this Agreement and a reservation deposit (at least 25% of total fees, determined as set forth below and depending on whether the deposit is received closer to the event date). The deposit is non-refundable. This deposit does not entitle Renter to exclusive use of the campus property. If renting the entire property, 50% of the total cost is required at time of booking, is non-refundable, and will be credited to the cost of your reservation.

b. MVC reserves the right to cancel an event due to weather and/or dangerous conditions. MVC also reserves the right to cancel this rental agreement for any reason and at any time, and will provide notice to Renter in writing in the event that cancellation by MVC becomes necessary. If the agreement is cancelled after an agreed-upon rental period has already begun, the Renter will be charged for prorated actual use and may receive a refund of unused deposits, if there has been no damage to the facilities and no other payments are due from Renter to MVC pursuant to the terms of this Agreement.

3. DEPOSIT, PAYMENT, AND TAXES _____

a. The non-refundable reservation deposit (at least 25%, as further detailed below, of the total which will be applied toward the final balance) and a \$250 security deposit (refundable at the conclusion of the event if no damages occur) are due with the signed Agreement and Certificate of Insurance in order to finalize your reservation. Groups are not considered confirmed on the MVC calendar until these items have been received.

TERMS AND CONDITIONS – CONTINUED:

- b. The balance of payment is due not later than one week prior to the event.
- c. ADJUSTMENTS TO CHARGES – At the discretion of the MVC Head of School, charges may be adjusted after the reservation is confirmed for Renters requiring meals or using facilities or equipment not included in the guest package purchased by Renter.
- d. If any additional payment, in excess of the amount due one week prior to the event, is not made by the end of the event, the security deposit will be forfeited as a late payment penalty.

4. TIMELINE: RENTER TO PROVIDE SCHEDULE; OTHER DETAILS _____

- a. At least 45 days prior to the start of the rental, the Renter shall arrange a mutually agreed-upon time to meet with the MVC Facilities Coordinator to discuss the proposed schedule for the event, deliver liability forms, give the number of attendees expected, and review MVC policies.
- b. At least 30 days prior to arrival, Renter will provide MVC, in writing, with the final number of attendees and will pay any additional deposit that is due. Renter is responsible to pay for any attendees in excess of agreed minimum at the per guest rate shown above. If fewer guests arrive than the reported final count, the Renter will be responsible to pay the greater of actual attendees or 90% of the final reported number of attendees. The maximum number of attendees permitted in the Renter's party is the final number given to MVC prior to arrival unless approval is received from the MVC Head of School.
- c. At least 7 days prior to the start of the rental, the Renter agrees to provide MVC with a full and detailed schedule of the upcoming retreat/event.

5. CANCELLATION POLICY _____

If a confirmed event (signed Agreement and deposits received by MVC) is cancelled by Renter:

Between 61-89 days in advance, the security deposit will be refunded but the reservation deposit of the total estimated invoice will not.

Between 30-60 days in advance, the Renter will be billed for and must pay 50% of the total estimated final invoice.

Less than 30 days in advance, the Renter will be billed for and must pay 100% of the total estimated final invoice.

In all cases, deposits may be applied toward a future event if that event is booked within one month of cancellation of the original event.

6. ADDITIONAL TERMS AND CONDITIONS _____

- a. INTRODUCTION/ORIENTATION - At the start of the rental, Renter must allow an MVC representative 15 minutes to welcome the group and go over any needed information, including rules, regulations, and limitations on use of the facilities, the mission statement, and policies of MVC.
- b. USE OF PREMISES - The Renter shall use the facility for conducting a program of its own design and shall comply with all applicable laws, codes, and regulations. The Renter shall notify MVC of the nature of its program, and shall promptly supply MVC with information concerning the program upon request.
- c. CHECK-IN/DEPARTURE - Check-in time is 3:00 pm or later. Check-out time is before 12:00 pm. Renter agrees to notify MVC if check-in will occur after 7:00 pm.
- d. CARE OF FACILITIES - As part of this Agreement, Renter shall have access to, and use of the facilities, grounds, and equipment specified in this rental Agreement. At the conclusion of the rental, all facilities, grounds, and equipment must be returned by Renter in as good condition as when rented. Renter agrees to pay all costs for cleanup, repair, or replacement of damaged facilities, grounds, or equipment. Failure of Renter to maintain premises or equipment in acceptable condition or to abide by the terms and conditions of this Agreement may result in forfeiture of security deposit or in termination of the rental, upon written notice from MVC Head of School, as well as in requiring payment from Renter for any damages in excess of the security deposit.
- e. PERMIT/FEES - Renter shall obtain, at its own cost, any and all licenses and permits required by law with respect to the activities to be conducted on campus property and shall pay all federal, state and local taxes, fees, and other charges prescribed by law.
- f. INSPECTION - Renter has inspected the facility and equipment and has determined they are safe and appropriate for Renter's anticipated use. RENTER HEREBY RELEASES AND DISCHARGES MVC FOR ANY AND ALL CLAIMS RELATING TO THE CONDITION OF THE CAMPUS PROPERTY, THE USE BY RENTER OF THE CAMPUS FACILITIES OR EQUIPMENT, OR ANY ACTIVITY CONDUCTED BY RENTER IN CONNECTION WITH THIS AGREEMENT.
- g. RESPONSIBILITY FOR PERSONS ASSOCIATED WITH RENTER - Renter assumes full responsibility for the acts or omissions of all person(s) associated with Renter's use of the campus or equipment, whether invited by the Renter or not, in connection with Renter's activities. Renter shall be responsible for removing trespassers from the campus during the time of its use and shall promptly inform the MVC Head of School of such action. The Renter will be responsible for all damages to the campus that occur during Renter's use of the campus that are attributable to Renter's use.
- h. NONDISCRIMINATION - Renter shall not unlawfully discriminate against any person in connection with the activity for which the facility or equipment is used.
- i. MEDICAL RELEASE/EMERGENCY CONTACT FORMS - At least 7 days prior to the start of the rental, medical release forms for all participants under 18 years of age must be turned in to the MVC Facilities Coordinator. Renter shall have available at all times a current list of attendees that includes: names, addresses, emergency information, and known allergies or health conditions.
- j. MVC DISCLAIMER REGARDING FACILITY OR EQUIPMENT USE - MVC does not take responsibility for the use or condition of the facility or personal sports equipment or the well-being of individuals using equipment.
- k. ADULT SUPERVISION REQUIRED - A Group Leader, or other responsible adult representative of Renter, must be on duty at all times in areas where children or youth are present. Attendees under the age of 18 may not be left unattended at any time. For all overnight groups consisting of minors, there must be one (1) live-in adult (age 18+) per 10 minors.

I. SERVICES AND FACILITIES PROVIDED BY MVC:

(i) MVC will supply restroom cleaning services.

(ii) CAFÉ MEALS - Café services are available to Renter at an additional cost dependent on number of attendees and number of meals. Usage of the café is not exclusive to Renter. Renter is responsible for throwing away their plates, cups, and utensils (paper service), and for bussing their dishes (non-paper service). Seconds on food items will be available after all groups on campus have been served.

TERMS AND CONDITIONS – CONTINUED:

(iii) DORMITORY USAGE - If Renter's anticipated use includes use of MVC's dormitory(ies), the following shall apply:

Arganbright Hall: Included in dormitory usage at Arganbright Hall are: supplied sundries (toilet paper, paper towels, etc.), laundry facilities, wireless internet, 2 common restroom/shower facilities, big screen television with satellite and DVD player, full kitchen, ping pong table and equipment, pool table and equipment for use by Renter at the campus.

Stotts/Hellmann Hall: Included in dormitory usage at Stotts/Hellmann Hall are: supplied sundries (toilet paper, paper towels, etc.), laundry facilities, wireless internet, 1 restroom/shower facility per 4 beds, big screen television with satellite and DVD player, and a full kitchen for use by Renter at the campus.

PLEASE NOTE: Bedding and towels will not be provided in Arganbright Hall or Stotts/Hellmann Hall by MVC. Usage of dormitories are not exclusive to Renter unless approved by the MVC Head of School.

(iv) ROOM SET-UP - Limited additional equipment and room set-up is available to the Renter at an additional cost. The cost will be added to the total base charge for the rental.

(v) EQUIPMENT - Renter understands and agrees that Renter and all members of Renter's group shall be entitled to access or use of only the equipment and facilities included in the particular guest package purchased by Renter. Renter agrees that the campus facility and equipment shall be used solely and exclusively for the stated purpose and with the proper Renter supervision.

(vi) ACTIVITIES - If specialized program activity areas or equipment are desired by Renter, MVC will either provide appropriately trained staff or will determine minimum qualification for supervision by the Renter. Additional information and guidelines for use of special equipment will be sent to Renter if Renter expresses an interest in participating in such activities. All MVC rules, policies and regulations shall apply to such use.

m. VEHICLES - The use of vehicles at MVC is restricted to roads and designated parking areas. Renter is responsible for their vehicles adhering to any and all MVC policies relating to vehicle use, parking and activities, as well as ingress and egress to the campus.

n. RESTRICTIONS - (i) The sale or solicitation of products or services, or other commercial activity is prohibited on campus property unless either approved by the MVC Head of School or as provided below.

(ii) MERCHANDISE - MVC allows Renter to supply, load-in, sell, distribute, and load-out any/all merchandise materials such as, but not limited to, t-shirts, flowers, CDs, hats, etc., for event listed in this Agreement at no additional cost, fee, or percentage sales sharing with MVC.

(iii) OUTSIDE VENDORS - Prior to booking any outside vendors, please confer with the Facilities Coordinator. MVC reserves the right to refuse access to the premises to any vendors who are not in good standing with MVC. All outside vendors must hold a current business license and be able to provide proof of liability insurance. It is the sole responsibility of the Renter to coordinate and return all rented items arranged by Renter.

(iv) Smoking is not permitted anywhere on campus property. Gambling, pets, alcoholic beverages, or illegal drugs are not permitted on campus property. Prescription drugs must be administered by an adult over the age of 21 years.

(v) MVC prohibits hunting, fireworks, firearms, ammunition, explosives, gasoline, flammables, poisonous substances, and hand power tools anywhere on campus property.

(vi) No political events shall be conducted at campus facilities except forums to which the general public is invited to meet/hear all candidates in a race(s) or to hear advocates for all positions on an issue appearing on a ballot, and then only with the prior approval of the Head of School.

(vii) PHOTOGRAPHY AND FILMING - Renters conducting filming or photographing activities must be granted permission to do so. By signing of this Agreement, Renter grants MVC permission to photograph the event listed herein for archival and/or demonstration purposes and to use such photographs for promotional purposes or publication purposes.

o. INDEMNIFICATION - THE RENTER, IN CONSIDERATION OF ITS USE OF THE FACILITIES AND EQUIPMENT AT THE CAMPUS, AGREES TO INDEMNIFY, DEFEND AND HOLD MVCS, its officers, employees, agents and directors, HARMLESS FROM AND AGAINST ALL LIABILITY OR CLAIMS ARISING OUT OF, OR RESULTING FROM, RENTER'S USE OF THE FACILITY, EQUIPMENT, AND SERVICES PROVIDED BY MVC, AND TO PAY MVC'S REASONABLE ATTORNEYS' FEES AND ALL OTHER EXPENSES OR COSTS RELATED TO OR ARISING AS A RESULT OF MVC RESPONDING TO AND/OR DEFENDING AGAINST SUCH CLAIMS.

p. MEDICAL - Renter acknowledges that MVC does not provide medical supervision, treatment, maintenance, or dispensing of medication. The Renter agrees to provide a qualified adult (21 or over) who possesses at least a current certificate of training in the principles of first aid to provide basic health supervision. The Renter must bring first aid supplies and equipment. Emergency transportation is available by dialing 911. Renter agrees to provide non-emergency medical transportation. All 911 calls must be reported to the MVC Head of School.

q. POOL - The pool is available, weather and maintenance permitting. Usage at times other than scheduled lifeguard times is PROHIBITED and all pool rules, attached hereto and made a part hereof, must be adhered to for safety reasons. See additional sheet. The usage of the Middle School locker room will be available for changing during this time.

r. OVERLAP - Renter understands that there will be some overlap in activity times with other Renters.

s. CAMPUS HOURS - Campus hours for activities are from 7:00 am – 10:00 pm. For any activities outside of these hours, please submit a request to the MVC Facilities Coordinator for permission.

t. FACILITIES COORDINATION FEE - A facilities coordination fee will be added to the base total in order to assign an MVC staff member to work with and accommodate the needs of the Renter during the listed event.

u. This agreement is not assignable.

v. All fire department regulations will be strictly observed.

FACILITIES

The below facilities are available to the Renter upon request and dependent on schedule availability. Please see MVC Facilities Coordinator for more information. Please check all facilities to be used.

ATHLETICS

- Auxiliary Gymnasium
- Baseball Field (JV)
- Baseball Field (Varsity)
- Mustang Stadium
- Dave Hart Gymnasium
- Sports Performance Center
- Practice Field
- Sand Volleyball Pit
- Softball Field (JV)
- Softball Field (Varsity)
- Sports Performance Center
- Stefan Memorial Pool
- Tennis Complex

DORMITORIES - See Section 6(l)(iii) of Terms and Conditions

- Arganbright Hall
- Stotts/Hellmann Hall

GENERAL CAMPUS FACILITIES

- Academic Resource Center (ARC)
- Café - See Section 6(l)(ii) of the Terms and Conditions
- Classrooms
- Equestrian Center
- Outdoor Student Center
- Price Hall Boardroom
- Other _____

PERFORMING ARTS

- Don Price Performing Arts Chapel
 - Instrumental Arts Classroom
 - Vocal Arts Classroom
- James Bard Black Box Theater

CHARGES

Total Base Charges	
Security Deposit	
Non-refundable Deposit (25%)	
Total Deposit Due	

By: _____
Nikki Daniels, Head of School Date _____

For: Monte Vista Christian School
2 School Way
Watsonville, CA 95076

By: _____
Printed Name Date _____

Signature

For: (Renter)