



Port San Luis Harbor District
3950 Avila Beach Dr. (P.O. Box 249), Avila Beach, CA 93424
Phone: (805) 595-5400 ext. 11 Fax: (805) 595-5404

COASTAL GATEWAY MULTI-PURPOSE ROOM – RENTAL AGREEMENT

The Coastal Gateway Multi-Purpose Room is equipped with a small kitchen (sink and a small refrigerator – there are no utensils available). Public restrooms are available on the first floor. The room can accommodate a maximum of 58 people.

Individual/Group Name _____

Contact Name _____

Address _____

Phone _____ Email _____

Date of Event _____ Number of Guests _____

Describe Type of Event _____

Time in: _____ Time out: _____

Fees:

Rental fee: _____ hours x \$ _____ hourly rate = _____

Security Deposit _____ \$250

Cleaning Fee _____ \$ 91

Tables (8) and Chairs (58) Set-Up Fee _____

Other _____

Total Due: \$ _____

I have read and agree to the Coastal Gateway Multi-Purpose Room Rental Agreement Terms and Conditions which are a part of and attached to this agreement. I understand that Port San Luis Harbor District is only expected to provide services and equipment identified and agreed to in this contract.

Renter's Signature

Date

Port San Luis Harbor District

Date

**PORT SAN LUIS HARBOR DISTRICT
COASTAL GATEWAY MULTI-PURPOSE ROOM
RENTAL AGREEMENT**

Coastal Gateway Multi-Purpose Room Rental Agreement Terms and Conditions:

Agreement. Renter agrees to rent the Rental Space (defined below) from Port San Luis Harbor District (PSLHD) according to the terms of this Multi-Purpose Room Rental Agreement (Agreement).

Renter initial _____

Rental Space. The space rented under this Agreement is the Multi-Purpose Room located on the second floor of the Coastal Gateway Building located at 3900 Avila Beach Dr, Avila Beach, CA. The maximum occupancy of the Multi-Purpose Room is 58 people. Renter affirmatively represents that Renter has seen or otherwise understands the physical location, rooms and facilities being rented under this Agreement. The rental space does not include parking. Renter affirmatively represents that Renter understands parking space is limited and may not be available in the immediate vicinity of the facility.

Renter initial _____

Kitchen. There is a small room adjacent to the meeting room with a sink, small refrigerator, and countertop space. The room does not feature a full kitchen.

Renter initial _____

Restrooms. Public restrooms are located on the first floor of the building.

Renter initial _____

Hours of Availability. The Multi-Purpose Room is generally available Daily from 8:00 am until 11:00 pm* (includes clean-up time)

*Events must end by 10:00 pm, with all clean-up to be completed by 11:00 pm.

Other arrangements will be considered on a case-by-case basis.

Renter initial _____

Rental Rates and Payments. Rental rates are as follows:

Sunday thru Thursday: \$37 per hour. The minimum fee (4 hrs.) is \$150.

Friday and Saturday: \$49 per hour. The minimum fee (4 hrs.) is \$193.

The total rental fee, including deposit and cleaning fee as set forth on the first page of this Agreement, must be received by PSLHD no less than three weeks prior to the date of the rental period, unless other arrangements have been agreed to by PSLHD. Failure to pay the rent may result in forfeiture of the Rental Space for the rental period.

Renter initial _____

Deposits and Deposit Refunds. In addition to the rental fee, all Renters are required to submit a \$250 Security Deposit along with the rental fee. The Security Deposit shall be refunded to the Renter within 10 business days after the rental, less any itemized cleaning or repair costs, if required.

Renter initial _____

**PORT SAN LUIS HARBOR DISTRICT
COASTAL GATEWAY MULTI-PURPOSE ROOM
RENTAL AGREEMENT**

Cleaning Fee and Trash Removal. All Renters will be charged a non-refundable room cleaning fee of \$91, collected in advance of the event as set forth on the first page of this Agreement. Renter is responsible for removing all trash from event and disposing of same in outside trash bins.

Renter initial _____

Cancellation. In the case of event cancellation, all prepaid rental fees and deposits will be returned to Renter, less a \$50 Cancellation Admin Fee.

Renter initial _____

Insurance. A certificate of insurance is required. Renters must procure, at their own expense, a Comprehensive General Liability Insurance policy in the amount of \$1,000,000 for the time period to cover the rental event [Special Event Insurance] naming Port San Luis Harbor District as an additional insured. The certificate of insurance must be received by PSLHD at least three days prior to the event.

Renter initial _____

Telephone/Wireless Internet. Telephone access for conference calls requires an access code. Wireless internet service is available for Renters.

Renter initial _____

Service of Alcoholic Beverages. Renter agrees to abide by all laws and regulations regarding service and consumption of alcoholic beverages on the premises. In addition, renters who will be selling alcoholic beverages must obtain and display the proper permit from the appropriate California state agency. The permit and the person who obtained the permit must be present throughout the entire event. If alcohol is served, a security guard may be required to be on the premises, at the Renter's expense. Should a security guard be required, the Renter will be responsible for hiring a firm/company acceptable to the District. Kegs may not be used to serve beer without PSLHD's prior approval.

Renter initial _____

Availability. Equipment must be dropped off and picked up during the rental span. Absolutely no items may remain in or around the facility before or after the rental period. Set-up and clean-up hours will be included in the rental time and price. All events must conclude by 10:00 pm and clean-up must be completed by 11:00 pm. All persons, supplies, and decorations must be out of the building by that time unless permitted in the Rental Agreement, no materials may be stored, left or placed outside of the Rental Space.

Renter initial _____

Conditions of Use. Renter's activities during the Rental Period must be compatible with use of the building and activities adjacent to the Rental Space and building. This included, but is not limited to, playing music or making any noise that is at a level that is reasonable under the circumstances. Amplified live music is not permitted in the facility. Amplified music provided by a disc jockey is allowed inside the building only. There is no dance floor in the facility. Smoking and the use of tobacco is not permitted anywhere in the building or on the decking on the second floor of the building. Renter must inspect the Rental Space immediately prior to the event and accept the facilities in their present condition. The Rental Space must be cleaned and

**PORT SAN LUIS HARBOR DISTRICT
COASTAL GATEWAY MULTI-PURPOSE ROOM
RENTAL AGREEMENT**

returned to PSLHD in the condition it was in prior to the rental. The Renter shall remove all trash from the Multi-Purpose Room and shall properly seal and place all trash in the large bins downstairs, adjacent to the building.

Renter initial _____

Equipment. Eight banquet tables (four 8' and four 6') and chairs for 58 people are available/included with rental of the Multi-Purpose Room. A set-up fee of \$91 will be charged if District staff is requested to set up the tables and chairs.

Renter initial _____

Signs and Decorations. Signs may not be posted outside of the multi-purpose room except one sign may be placed on the front of the building directing Renter's guests to the second floor (maximum size is 24" x 24"). Use of sequins, glitter, confetti, silly string, sparkles, rice, birdseed, or similar materials is not allowed. The use of fire or open flame of any kind, fireworks of any kind, or any toxic or noxious material is strictly prohibited. Signs or decorations may be affixed to any surface only if such affixation will not mar, deface or leave a mark on the surface when removed. Tacks may be used to attach decorations or other material to the tack board on each wall. No nails, staples or tape may be used to hang anything on the walls or ceiling. **NO PENETRATION OF ANY SURFACES IS ALLOWED.** All tape, tacks or other such items used for decorations must be completely removed after the event. Any other decorations, signage, or construction must be pre-approved by PSLHD.

Renter initial _____

Children. Children under the age of 13 years must be accompanied by an adult at all times. Functions and activities for minors must be chaperoned by at least one responsible individual who is 21 years of age or older.

Renter initial _____

Animals. Dogs, cats, birds and other pets are not allowed in the facility at any time with the exception of service animals individually trained to provide assistance to an individual with a disability (i.e., guide dogs or signal dogs).

Renter initial _____

Damages. Renter is responsible for any loss or damage to the Rental space, adjoining facilities, building common areas, or building exterior or grounds. This includes all damages to any equipment, fixtures, surfaces, including the ceiling, floors and floor finishes, or any other property. Deposit may be used to offset the cost of such damages. Renter agrees and acknowledges that Renter's liability for loss or damages is not limited to the amount of the deposit received by PSLHD.

Renter initial _____

**PORT SAN LUIS HARBOR DISTRICT
COASTAL GATEWAY MULTI-PURPOSE ROOM
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LIMITATION OF LIABILITY. PSLHD'S LIABILITY TO RENTER FOR DAMAGES ARISING FROM RENTAL OR USE OF THE MULTI-PURPOSE ROOM FOR ANY REASON AND UNDER ANY THEORY OF LAW WHATSOEVER IS LIMITED TO THE TOTAL AMOUNT PAID BY RENTER TO PSLHD IN RENTAL FEES AND DEPOSIT. PSLHD will not be liable for any failure to perform or damages caused by an act of God, force majeure or other unforeseen event reasonably beyond PSLHD's control.

Renter initial _____

Renter's Property. PSLHD is not responsible for items belonging to Renter or Renter's guests that are lost, stolen, or damaged during the Rental period. Renter, and Renter's guests as Renter's permitted invitees, **RELEASE PSLHD FROM ANY AND ALL LIABILITY FOR LOSS OR DAMAGES** to such property.

Renter initial _____

Liability for Guests. Renter is, and hereby acknowledges that it is, liable for the actions and behavior of Renter's guests during the Rental Period, and at any other time such guest is on or around the Rental Space as a result of Renter's use of the Rental Space. PSLHD will not be liable for the safety of Renter's guests. **RENTER AGREES TO INDEMNIFY AND HOLD HARMLESS PSLHD FROM ALL LIABILITY ARISING FROM THE ACTIVITIES OF RENTER AND RENTER'S GUESTS DURING THE RENTAL PERIOD.**

Renter initial _____

Reservation of Rights. PSLHD reserves the right to cancel agreements for non-compliance with any of the rules, terms and conditions set forth in the Agreement. PSLHD reserves the right to require proof of insurance from Renter as a condition of entering this Agreement.

Renter initial _____

Jurisdiction. The parties agree that this Agreement will be governed by the laws of the State of California, without regard to its choice of law provisions. The parties consent to the exclusive jurisdiction of and venue in the state and federal courts of San Luis Obispo County, California. Renter agrees to pay reasonable attorney's fees and expenses associated with collection of any unpaid bill.

Renter initial _____

Additional limitations imposed, authority granted or fees waived:

Renter initial _____

(Rev. July 2020)