



AUDITORIUM RENTAL AGREEMENT

Submit Reservation & Agreement to Erica Ochoa, Education Director
 Direct Inquiries to (562) 861-0915 or education@DAOR.com

USER INFORMATION

USER NAME _____ RESPONSIBLE PERSON _____
 DAOR Member # _____ Affiliate Member # _____ Non-Member _____
 Address _____ City _____ State _____ Zip _____
 Phone _____ Fax _____ E-mail _____

I hereby affirm that I have the authority of USER named above to sign this Auditorium Rental Agreement on USER's behalf. I have read, understand and on behalf of USER agree to the terms in this Auditorium Rental Agreement, including the Reservation Information, Rental Terms, indemnification of DAOR, Rules for Use, and USER's financial responsibility for damages to DAOR's personal and real property.

Date

Signature of Responsible Person
 Name printed _____

RESERVATION INFORMATION

Available Monday through Friday, 8:30 a.m. to 4:30 p.m.
 Saturday, 9:00 a.m. to 5:00 p.m.
 Before 8:00 a.m. and after 5:00 p.m. by special arrangement
 Minimum: Half Day (4 Hours) / Maximum: Full Day (8 Hours)

Use Date _____ Event Start Time _____ Event End Time _____ Vacate Time _____

Pre-Event Access: Date _____ Time _____

Number of Persons Attending _____

Event Description: _____

Date

Signature of Responsible Person
 Name printed _____

FEES AND CHARGES

| RENTAL RATES | MEMBER | NON-MEMBER | DEPOSIT |
|---|---------------|-------------------|----------------|
| <input type="checkbox"/> First Two (2) Hrs. | \$45.00 | \$60.00 | \$50 |
| <input type="checkbox"/> Full Day (6 Hrs.) | \$85.00 | \$100.00 | \$50 |

Rental includes use of the Education Center. An additional \$10 per hour after the second hour shall apply. Additionally, \$10 per hour shall apply for any time used for set up prior to start time or clean up after the end time. Failure to vacate the Auditorium after the maximum six (6) hour rate, shall result in USER being charged the amount of a Full Day rate. If USER is expecting more than 50 students, a \$20.00 charge will apply.

| AUDIO VISUAL (optional: check if desired) | MEMBER | NON-MEMBER |
|--|---------------|-------------------|
| <input type="checkbox"/> Wireless Lavalier | \$ 75 | \$ 75 |

| COFFEE or FOOD SERVICE (optional: check if desired) | MEMBER | NON-MEMBER |
|--|----------------|-------------------|
| <input type="checkbox"/> Coffee Service (includes: regular and decaf coffee, paper cups, sugar, sweetener, cream, napkins, stir sticks) Number of pots requested: _____ | \$5.00 per pot | \$5.00 per pot |
| <input type="checkbox"/> Food Service Charge | \$20.00 | \$20.00 |

| SECURITY DEPOSIT (due with Rental Agreement) | MEMBER | NON-MEMBER |
|---|---------------|-------------------|
| A Security Deposit is due with signed Rental Agreement and is refundable partially or totally depending on condition of Auditorium after Event. | \$50 | \$50 |

| PROMOTION MATERIALS | MEMBER | NON-MEMBER |
|--|---------------|-------------------|
| <input type="checkbox"/> Flyer Provided by USER | Included | Included |
| <input type="checkbox"/> Education Email Blast | \$5.00 | \$5.00 |
| <input type="checkbox"/> Add to Monthly Flyer Packet | \$25.00 | \$25.00 |
| <input type="checkbox"/> Add to DAOR Google Calendar | \$5.00 | \$5.00 |

| POST- EVENT FEES & CHARGES (for DAOR use) | | |
|---|--|-----------------|
| <input type="checkbox"/> Hourly overtime: Twice the prorated hourly charge X _____ Hours | | \$ _____ |
| <input type="checkbox"/> Security Guard Fee: (maybe required in DAOR's sole discretion) | | \$ _____ |
| <input type="checkbox"/> Clean Up Fee (prohibited use or condition unacceptable in DAOR's discretion) | | \$ 200.00 |
| <input type="checkbox"/> Damages/Repairs (full cost exceeding Security Deposit, plus 20%) | | \$ _____ |
| <input type="checkbox"/> Alarm Response fee | | \$ _____ |
| <input type="checkbox"/> Alarm Passcode change fee | | \$ _____ |
| <input type="checkbox"/> Return Security Deposit | | -50.00 |
| TOTAL DUE FROM USER | | \$ _____ |

PAYMENT

The \$100 Rental Deposit and \$100 Security Deposit are due with signed Rental Agreement and are refundable if Auditorium is unavailable or USER cancels within allowed time period. All rental fees and charges for optional services must be paid in full at least 14 business days before the Event. All Post-Event fees and charges must be paid within 30 days of notice.

| | | | |
|--|--------------------------------------|---|--|
| <u>PAYMENT METHOD:</u> | <input type="checkbox"/> CASH | <input type="checkbox"/> CHECK (payable to DAOR) | |
| <input type="checkbox"/> CREDIT CARD: | <input type="checkbox"/> M/C | <input type="checkbox"/> VISA | <input type="checkbox"/> Am/Ex <input type="checkbox"/> DISCOVER |
| CREDIT CARD # _____ | | EXP.DATE: _____ | |
| | | Sec. Code # _____ | |
| Print Name: _____ | | Authorization Signature _____ | |

RENTAL TERMS AND CONDITIONS

The above-named USER and the GREATER DOWNEY ASSOCIATION OF REALTORS® (“DAOR”) agree that USER may use the Auditorium at 12073 Paramount Blvd, Downey, California 90242 and specified equipment (“Auditorium”) for the purposes and on the dates and times shown above, subject to the following terms and conditions:

A. Reservations

Reservations of the Auditorium and payment of all applicable fees must be made at least 14 days prior to the first date of the Event. Reservations may be made up to six (6) months in advance of the Event. Reservation for an Event does not imply or establish an exclusive right to future use of the Auditorium. The Security Deposit are due with the signed Rental Agreement. The Auditorium is available for current DAOR members. Non-Members must first be evaluated by DAOR leadership for approval.

ONLY DAOR AFFILIATE MEMBER IN GOOD STANDING MAY RENT THE EDUCATION CENTER; THIS INCLUDES ALL LEVELS OF SPONSORING. ALL SPONSORING AFFILIATES MUST BE ACTIVE MEMBERS OF THE GREATER DAOR

B. Cancellation

By DAOR

DAOR reserves the right to cancel by giving written notice to USER at any time prior to the first day of the Event without any repercussions. DAOR will refund any monies paid if DAOR does not reschedule.

By USER

USER agrees to give DAOR written notice of cancellation as far in advance of the reserved date as possible. USER will not be entitled to reimbursement of any paid deposits or charges a cancelled use of the Auditorium.

C. Available Hours

The Auditorium is available during normal business hours, Monday through Friday from 8:30 a.m. to 4:30 p.m., and shall not exceed six (6) hours in any one day. Any additional use of the room must have approval. All post-Event clean up and removal of USER’s personal property must be completed within one-half hour after Event end time. DAOR staff will leave and lock the Auditorium at 5:00 p.m. If USER is not completely out of the Auditorium by 5:00 p.m., USER will be charged for all DAOR staff overtime and \$100 per hour or any part of an hour, with a one-hour minimum.

D. Damage / Security Deposit

USER agrees to be responsible for and to pay the full cost of breakage or damage for any and all damage to the Auditorium equipment resulting from the Event, including but not limited to cleaning, repairing and/or replacing Auditorium fixtures and equipment, costs to replace lost keys, charges to respond to the alarm, changing the alarm passcode if deemed necessary in DAOR’s discretion. Damages will be paid first by application of the Security Deposit of \$50.00 that is paid when the Rental Agreement is signed and delivered to DAOR. If damage occurs and is less than the Security Deposit, the difference will be refunded to USER. If the damages exceed the Security Deposit, DAOR will apply the Security Deposit to the amount of damages and USER will be responsible to pay DAOR, within 30 days of written demand, the entire balance of damages, plus twenty percent (20%) of all amounts over and above the Security Deposit.

E. Liability/Indemnity/Insurance

DAOR is not liable to USER for injury to persons or loss or damage to the personal property of USER or USER’s principals, employees, independent contractors, clients, customers, agents, vendors, suppliers, and guests (collectively referred to as “Invitees”), including any personal property left at, in, or on the Educational Center before, during or after the Event. USER agrees to indemnify and hold DAOR harmless from any and all liabilities, claims, and demands for personal injury, property damages, government fines, assessments, or fees, and/or attorney fees or cost arising out of or caused by any act of omission of DAOR and/or DAOR’s agents, employees, vendors or Invitees arising in or about the Auditorium at any time before, during, after or related to the Event. USER has or will obtain liability insurance coverage covering the Event. USER will provide DAOR an insurance rider evidencing such coverage and naming DAOR as an additional insured no later than 5:00 p.m. on the last business day prior to the Event. Failure of USER to provide proof of insurance will not be a waiver by DAOR of its rights under this Rental Agreement.

F. Restrictions

USER acknowledges and by initialing each provision agrees to comply with the following restrictions on use of the Auditorium:

_____ SMOKING IS PROHIBITED ANY TIME AND ANY WHERE INSIDE THE AUDITORIUM.
Initials

_____ ALCOHOLIC BEVERAGES ARE PROHIBITED ON DAOR PROPERTY, INSIDE OR
Initials OUTSIDE THE AUDITORIUM, AND IN THE PARKING LOT.

_____ NO FOOD PREPARATION IS PERMITTED ON DAOR PROPERTY;
Initials FOOD PREPARED ELSEWHERE MAY BE SERVED IN THE AUDITORIUM. (NOTE: AN EXTRA FEE WILL BE ADDED TO THE RENTAL IF FOOD OF ANY KIND IS PROVIDED.)

_____ NO ANIMALS ARE ALLOWED IN THE AUDITORIUM, EXCEPT TRAINED AND
Initials REGISTERED THERAPY OR COMPANION ANIMALS ACCOMPANYING A PERSON WITH A DISABILITY.

_____ NO DECORATION OF ANY KIND ALLOWED IN AUDITORIUM, INCLUDING GLITTER,
Initials CONFETTI, BANNERS, STREAMERS ETC.

_____ ONLY DAOR AFFILIATE MEMBER IN GOOD STANDING MAY RENT THE EDUCATION
Initials CENTER; THIS INCLUDES ALL LEVELS OF SPONSORING. ALL SPONSORING AFFILIATES MUST BE ACTIVE MEMBERS OF THE GREATER DAOR

Initials

ALL MARKETING AND EVENT PROMOTION MATERIALS MUST IDENTIFY THE USER AS THE EVENT PRESENTER AND CONTAIN THE FOLLOWING DISCLAIMER IN LEGIBLE PRINT, (FONT SIZE 9 OR LARGER):

“IN REGARDS TO THIS EVENT, DAOR IS A VENUE ONLY. THE PRESENTATION OF THIS EVENT AT DAOR DOES NOT CONSTITUTE AN ENDORSEMENT OF THE VIEWS, PRODUCTS, OR OPINIONS WHICH ARE EXPRESSED OR ENDORSED BY THE COURSE INSTRUCTOR, AFFILIATE AUTHORS, SPONSORS OR LECTURES BY DAOR OR ITS BOARD OF DIRECTORS. THE MATERIALS PRESENTED HAVE NOT BEEN REVIEWED OR APPROVED BY NAR, C.A.R., DAOR, OR ASSOCIATION COUNSEL.”

Initials

NO CHEWING GUM, DANCING OR PARTIES ARE ALLOWED IN THE EDUCATION CENTER.

Initials

DAOR’S STANDARD DISCLAIMER STATEMENT SHALL REMAIN ON THE WALL OF THE EDUCATION CENTER AT ALL TIMES. THE STANDARD DISCLAIMER STATEMENT READS AS FOLLOWS:

“The presentation of this class at the Greater Downey Association of REALTORS® (DAOR) does not constitute an endorsement of the views, products, or opinions which are expressed or endorsed by the course instructor, affiliated authors, sponsors, or lecturers by DAOR or its Board of Directors. The materials presented have not been reviewed or approved by the National Association of REALTORS®, the California Association of REALTORS®, DAOR or Association Counsel. If you have a disability that requires special materials and/or services, please notify a DAOR staff member to receive assistance.”

Initials

USER WILL NOTIFY A DAOR STAFF MEMBER IMMEDIATELY IF USER OR INVITEE HAS A DISABILITY WHICH REQUIRES AN ACCOMODATION OF SPECIAL MATERIALS AND/OR SERVICES.

G. Security Personnel

By DAOR

DAOR reserves the right in its sole discretion to arrange for one or more security personnel to be present before, during and after the Event and the cost will be borne by USER.

By USER

USER may arrange for one or more security personnel to be present before, during and after the Event and the cost will be borne by USER.

H. Use of Auditorium and Equipment

The Auditorium is provided for the purpose of conducting member office meetings, DAOR functions and educational purposes only. The rental cannot be held for a function that is used to solicit other agents or members. DAOR has the right to deny the rental for purposes of classes if it feels there is a conflict of interest to what DAOR is holding. The Event and all related activities will be conducted in an orderly manner. Auditorium and equipment are to be left in the same condition they were in prior to the event. USER will keep the Auditorium and every part of it in a clean and wholesome condition, free from any objectionable noises, odors or nuisances, and will comply in all respects with all health and safety and law

enforcement and fire regulations. USER will deposit all trash and rubbish in receptacles provided by DAOR and located in the areas designated by DAOR. USER will not allow any illegal substances or Hazardous Material to be used, prepared, distributed, sold, generated, manufactured, released, stored, disposed of, or transported on, under, about, to or from the Auditorium. Should USER fail to follow these cleanliness rules, future use will be denied and shall result in the loss of USER's security deposit. USER will immediately notify DAOR Staff if there is a spill on the carpet.

DAOR will not be responsible to USER or its Invitees for any services or products, advertised, provided or promised by USER to any person or entity related to the use of the Auditorium. Should USER require any audio, visual assistance, and/or other accommodation equipment for the USER or Invitees, USER will immediately notify DAOR in order for DAOR to provide such equipment in an expeditious and reasonable manner.

Rental of the Auditorium includes the use of DAOR's three television sets by connecting DAOR's HDMI cable to USER's laptop. If USER's computer is not HDMI compatible, then USER will need to bring USER's own adapter. Use of DAOR's whiteboard is allowed. DAOR will lend USER DAOR's special wet erase pens in exchange for USER's keys. If USER uses USER's own pens on the white board, and it does not completely erase, the responsible person will be invoiced \$200 for replacement of the ruined white board.

I. Licenses Permits

USER will obtain, at its expense, any and all licenses and permits required for the Event and USER's use of the Auditorium. USER indemnifies DAOR fully for any fees, charges, fines, or penalties related to any license and permit USER obtains, is obligated to obtain, or fails to obtain, and for any fee or fine USER pays or is obligated to pay.

J. Hourly Overtime Charge

If prior arrangements for additional time are not made before the Event Start Time, USER agrees to pay to DAOR within 30 days of written demand, a charge equal to twice the prorated hourly charge for each hour beyond the Vacate Time.

K. Parking

Parking is available only behind the building, parking on the street is at the discretion of the driver.

L. Application Approval

Any person or group may apply to use the Auditorium on forms provided by DAOR. DAOR retains the right to request additional information, as it deems required. Approval of applications will be limited to responsible persons or groups. DAOR reserves the right to provide and require forms, applications and documents as may be necessary to protect its interests. Applications for reservations may be submitted with all required deposits and fees paid to DAOR at 12073 Paramount Blvd, Downey, California 90242.

M. Promotion

The rental of the Center does not include any promotion of USER’s event, except for flyer provided by USER in DAOR’s store. DAOR has several ways to help promote USER’s event at an additional cost to USER. All promotion materials, whether a flyer or additional materials paid for by USER, must be approved within three (3) days of filing this Agreement. Immediate cancellation of rental could take place if promotional material is not received by DAOR.

N. Exclusive Use Limitations

If USER requests a reservation for a time when the Auditorium is already booked or is unavailable due to an exclusive use agreement between DAOR and another USER, DAOR will notify USER within 72 hours of receipt of the signed Rental Agreement. If USER does not request a different Event Date that is acceptable to DAOR, DAOR will return the \$50 Security Deposit.

O. Default / Breach

Failure by USER to make payment of all deposits, fees and charges due no less than fourteen (14) days prior to the event will constitute a default. The Auditorium will not be made available to USER if said payments are not timely made. In the event of any default or breach hereunder, USER will pay all costs, expenses, and attorney fees, whether or not suit is filed, to enforce this Rental Agreement and to collect any amounts due to DAOR.

P. Laws

USER and its Invitees will observe, obey and comply with all applicable city, county, state and federal laws, rules and regulations. USER and its Invitees will not use, or permit any person or persons to use, the Auditorium in any manner which, in the sole discretion of DAOR, is inconsistent with the image of a community or family-oriented business, or in violation of the laws of the United States of America, or the laws, ordinances, regulations and requirements of the state, county and city where the Auditorium is situated, or of other lawful authorities. The Auditorium will not be used for purposes of advancing any doctrine or theory which is subversive under the Constitution of the United States. DAOR strictly adheres to the Federal American with Disabilities Act and California’s Unruh Act.

Q. Signatures

The person who signs below on behalf of USER acknowledges that he/she has read and agrees to all the terms and conditions contained in this License Agreement and that he/she is authorized to and does execute this Rental Agreement on behalf of USER, and DAOR hereby accepts USER’s application for use of the Auditorium.

| | |
|---|--|
| USER: _____ <i>Company Name</i> | DAOR: GREATER DOWNEY ASSOCIATION OF REALTORS® |
| By _____ <i>Signature Responsible Person</i> | By _____ Erica Ochoa, Education Director |
| Name Printed: _____ | |
| Date: _____ | Date: _____ |