



# PEREGRINE SCHOOL

2650 Lillard Drive | Davis, CA 95618 | (530) 753-5500 | peregrineschool.org

## RENTAL AGREEMENT

This Rental Agreement is between Peregrine School and \_\_\_\_\_ (the "Renter"). The purpose of this Rental Agreement is to define the obligations of both parties pertaining to the rental of Peregrine School's \_\_\_\_\_.

Rentals are considered tentative until Peregrine School confirms receipt of a signed Rental Agreement, payments set forth in section 4, permits in section 5 (if applicable) and Certificate of Liability in section 6.

### 1. RENTER'S CONTACT INFORMACION.

Phone Number: \_\_\_\_\_

E-mail address: \_\_\_\_\_

### 2. RENTAL ACTIVITY.

The Rented Space will be used for the purpose of \_\_\_\_\_

Type of event: **Private**                      **Public**

### 3. APPROXIMATE NUMBER OF ATTENDEES: \_\_\_\_\_

### 4. RENTAL PERIOD.

The Rented Space shall only be used for the duration of the Rental Period. All property and equipment belonging to the renter, renter's invitees, guests, agents and subcontractors must be delivered, set up and removed during the rental period. All persons must be vacated by the end time of the rental period. **Unscheduled use is considered overtime and will be charged at 1.5 times the hourly rental rate.**

Rental dates: \_\_\_\_\_

Rental time frame: \_\_\_\_\_

**4.1 Changes to Rental Period.** Changes to either the date or time of the rental period are subject to availability and cannot be guaranteed. **A request for a change in rental period must be made at least 5 business days before the rental date and Renter will forfeit 50% of the rental fee while the other 50% will be applied to the new rental date.** Additional fees may apply.

### 5. RENTAL FEE, SECURITY DEPOSIT AND FEE PAYMENTS

In consideration for Peregrine School's agreement to rent space to the renter, Renter agrees to pay Peregrine School the fees set forth below on or before the date such payments are due:

**5.1 Rental Fee.** Rental Fee must be received in full by 5:00 p.m. 1 business day prior to the rental period.

Rental Fee: \$ \_\_\_\_\_

Equipment Rental Fee: \$ \_\_\_\_\_

Due on: \_\_\_\_\_

**5.2 Security Deposit.** Security Deposit must be received in full by 5:00 p.m. 1 business day prior to the Rental Period. Security Deposit shall be used towards replacement of school property damaged during rental period, failure to adequately clean rental space (\$50.00 custodial charge) and submit the "Room Rental Check out." If you do not have deposit on file, it will be billed separately.

Security Deposit for venue: \$ \_\_\_\_\_

Due on: \_\_\_\_\_

**5.3 Late Payment.** Rental Fee and Security Deposit received after the due date in sections 4.1 and 4.2 is considered late and Peregrine School will charge an additional late payment fee the equivalent of 5% of the Rental Fee.

Late payment fee: \$ \_\_\_\_\_

**5.4 Unused hours.** Refunds are not issued for unused rental hours of the rental period.

**5.5 Cancellations and refunds.** If the rental is cancelled by the Renter, the cancellation must be made in writing 14 business days prior to the rental period or rent fees will be forfeited. If a rental is booked less than 14 business days prior to the rental date and cancelled, there will be no refund of rental fees; however, deposits and miscellaneous equipment/service fees will be refunded.

**5.6 Force Majeure.** A "Force Majeure Event" includes, but is not limited to, any fire, flood, act of God (earthquake, tsunami, volcanic eruption, hurricane, tornado, lightning, etc.), governmental action, or acts or threats of the following: terrorism, epidemic, pandemic, viral outbreak, war, revolution, natural disaster, poor air quality, riot, strike, lockdown, or any event beyond the School's reasonable control, or that makes performance inadvisable, impracticable, illegal or impossible in the School's determination. If a Force Majeure Event occurs, Renter understands that Peregrine School shall be entitled, in its sole discretion, to immediately and without notice: (1) Modify the Rental Period; (2) Offer an alternate rental space; or (3) postpone or cease all or part of its operations and its duties, obligations and performance under this Rental Agreement. No portion of any payments made shall be refunded if the School's operations cease or are postponed, suspended or modified because of any Force Majeure Event.

## 6. PERMITS.

Rentals requiring insurance and permits are considered tentative until permits and insurance criteria have been received and approved by Peregrine School.

**6.1 Alcohol permit.** Renter is responsible for obtaining and abiding by the ABC alcohol license if serving alcohol.

Alcohol permit required?  Yes  No

Type of license? \_\_\_\_\_ Date obtained? \_\_\_\_\_

**6.2 Noise permit.** Renter is responsible for obtaining and abiding by the City of Davis sound/noise permit if amplified sound will be used.

Sound permit required?  Yes  No

Sound permit obtained? \_\_\_\_\_ (e.g. see attached) Date obtained? \_\_\_\_\_

## 7. Proof of Insurance.

Certificate of Liability Insurance or "Special Event" policy must be submitted 5 business days prior to the rental period and must name Peregrine School as the Additional

Insured. Insurance must meet the following required criteria:

- Name Peregrine School as Additional Insured.
- Additional Insured Endorsement page must be included and state "Peregrine School, it's agents, directors and employees are all included as additional insured on this policy"
- Have minimum General Liability insurance limits of:
  - (1) \$1,000,000 each occurrence
  - (2) \$1,000,000 aggregate
  - (3) AND \$1,000,000 Liquor Liability (if serving or selling alcohol)
- Certificate must specify date and location of event

8. **CLASSROOM SUPPLIES.** Please refrain from using our classroom materials e.g., paper, art supplies. Please bring your own supplies.
9. **CLEAN-UP.** Renters are responsible for leaving the rented space clean and tidy. Failure to adequately clean and submit the "Room Rental Check out" will result in a \$50.00 custodial charge which will be taken from your deposit if you have one on file otherwise it will be billed separately.
10. **CONDUCT.** Renter and its attendees must use Peregrine School in a manner which will not cause interference with the use or occupancy of the other portions of Peregrine School. No smoking and no drug use are allowed on the premises of Peregrine School, including the parking lot in front of the school.
11. **ASSUMPTION OF RISKS ASSOCIATED WITH USE OF RENTED SPACE AND WAIVER.** By signing this Rental Agreement, Renter acknowledges and understands the risks of accident, serious injury, illness and even death from renter's use of the rented space. Renters assume liability and responsibility for any such risks, whether known or unknown, inherent or otherwise, associated with renting the space.
12. **ACKNOWLEDGEMENT AND ASSUMPTION OF RISKS ASSOCIATED WITH EXPOSURE TO COVID-19:** Renter understands that COVID-19 is a highly infectious, life-threatening disease declared by the World Health Organization to be a global pandemic. By signing this Rental Agreement, Renter voluntarily assumes the risk that they may be exposed to or infected by COVID-19 by organizing an event on the School's campus and that such exposure or infection may result in personal injury, serious illness, permanent disability, and/or even death. Renters assumes full responsibility for any and all risk of illness, injury, disability or death associated with exposure to COVID-19. Renter will follow Peregrine School Pandemic Policies.
13. **RELEASE OF LIABILITY FOR COVID-19 RELATED CLAIMS INCLUDING ORDINARY NEGLIGENCE AND COVENANT NOT TO SUE.** To the fullest extent permitted by law, renters completely absolve, release, and waive any potential claims Renters may have against the School, its directors, officers, employees, agents, and volunteers for any claims for personal injury, disability, illness, damage or death from exposure to COVID-19, whether such exposure occurs during or after the Rental Period at Peregrine School's campus, including those arising out of ordinary negligence and except for claims arising from the gross negligence or intentional misconduct of Peregrine School.
14. **DAMAGE.** Renter is responsible for the repair and replacement cost of any damage to Peregrine School's equipment and property not covered by insurance and their Security Deposit.
15. **LOST AND FOUND.** Peregrine School takes no responsibility for personal effects and possessions left on premises before, during or after any event.
16. **WAIVERS, MODIFICATIONS AND AMENDMENTS.** A waiver of any breach or default under this

Rental Agreement shall not constitute a continuing or further waiver of the same or any other breach or default hereunder. No modifications or amendments of any of the terms or provisions of this Rental Agreement shall be binding unless made in writing and signed by both the undersigned and Peregrine School.

**17. INTEGRATION CLAUSE.** This Rental Agreement represents the entire and integrated agreement between the Renter and Peregrine School with regard to the subject matter of this Rental Agreement and supersedes all prior negotiations, representations or agreements regarding the subject matter of this Rental Agreement, either written or oral.

**18. SEVERABILITY.** If any term or provision hereof is invalid for any reason whatsoever, that provision shall be severed and shall not affect the validity of the remainder of the Rental Agreement.

**ACCEPTANCE:** Upon signing this Rental Agreement, Renter understands that Renter is liable for the total payment and other obligations set forth in this Rental Agreement.

\_\_\_\_\_  
Renter's Signature    Printed Name    Date

\_\_\_\_\_  
Peregrine School's Signature    Printed Name    Date

*Thank you for renting our space!*

**Office Use Only**

- Payment Due \_\_\_\_\_
- Rental Fee Rec \_\_\_\_\_
- Deposit Rec \_\_\_\_\_      Deposit returned \_\_\_\_\_      Deposit withheld \_\_\_\_\_
- Late Fee \$ \_\_\_\_\_
- Additional Insured. Expiration \_\_\_\_\_
- Alcohol Permit.      Type \_\_\_\_\_      Event Date \_\_\_\_\_     Noise Permit.
- Cleaning checklist submitted?