



321 E. Sixth Street, Corona, CA 92879  
 Phone 951-735-5121 Fax 951-735-0335

## Media Center Rental Agreement

This Rental Agreement is between THE INLAND GATEWAY ASSOCIATION OF REALTORS® (“Association”) and the Lessee named below for the Media Center portion of the building and the parking spaces located at 321 E. Sixth Street, Corona, California, including lighting, climate control, water, restrooms, and standard housekeeping services (“Premises”).

Association wants to reasonably assist with the success of your event. This Rental Agreement contains the rules and policies that you, as the Lessee, must follow. By signing this Rental Agreement, you acknowledge that you have received a copy of this Agreement and have read, understand, and agree to abide by the rules and policies set forth herein, and accept full responsibility for the acts of all guests, caterers, employees, independent contractors, and other invitees of your event.

**TIGAR Event Coordinator is: Ashley Martindale**

Name of Lessee/Company: \_\_\_\_\_

Name of Responsible Person: \_\_\_\_\_

Member:  Non-Member:

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email: \_\_\_\_\_

Rental Date(s): \_\_\_\_\_ Hours of Event: \_\_\_\_\_  
*(Reserved upon receipt of signed Rental Agreement, Insurance & Security Deposit) (Event must be concluded by 5:00 pm. Premise locked at 5:00 pm.)*

Set-up/Decorating Date: \_\_\_\_\_ Number of Hours Charged: \_\_\_\_\_  
*(Lessee must contact Association’s Rental Coordinator to plan event)*

Description of Event/Class & Intent of Rental Use: \_\_\_\_\_  
*(Lessor has the right to deny any event at our discretion and without details or reason.)*

\_\_\_\_\_

\_\_\_\_\_

Number of persons attending: \_\_\_\_\_  
*(Maximum seating capacity is 100)*

**Available Equipment:** The following items may be available at no charge **if arrangements are made in advance** with the Business Services Coordinator (check items desired):

- |                            |                            |
|----------------------------|----------------------------|
| _____ Chairs (110)         | _____ Tables               |
| _____ Refrigerator/freezer | _____ Hand held microphone |
| _____ Small Microwave      | _____ Lapel Microphone     |
| _____ Overhead Projector   | _____ Podium               |

**Available by request for additional charge:**

- |                                  |           |         |
|----------------------------------|-----------|---------|
| _____ Coffee service             | (100 cup) | \$30.00 |
| _____ (24 hours notice required) | (50 cup)  | \$15.00 |

## RENTAL RATE SCHEDULE

**Business Meetings & Seminars**

*Payable 30 business days prior to event*

Hourly fee (minimum 2 hrs)

**Member**

\$50.00

**Non-Member**

\$75.00

Overtime charge

\$55.00/hr

\$75.00/hr

Total Hours Charged: \_\_\_\_\_

**INSURANCE WAIVER:** Insurance waiver must be submitted along with the completed rental agreement and payment.

**PRE-EVENT DEPOSIT & CHARGES:**

Payable 30 business days prior to event.

Make checks payable to *The Inland Gateway Association of REALTORS®*

**Security Deposit**

\$50.00 Members

\$200.00 Non-Members

**Paid: \$** \_\_\_\_\_

Cash \_\_\_\_\_

Check # \_\_\_\_\_

Credit Card

Must be paid with application to reserve date/time; refunded if cancellation is 90 days prior to reserved date or date is re-booked; held pending damage resolution and applied to repair costs and/or other fees.

**Additional Items**

\$ \_\_\_\_\_

**Paid: \$** \_\_\_\_\_

Cash \_\_\_\_\_

Check # \_\_\_\_\_

Credit Card

**\*ALL DEPOSITS AND RENTAL/ADDITIONAL FEES MUST BE PAID BY CASH, CHECK, CASHIERS CHECK OR CREDIT CARD.**

**POST-EVENT FEES & CHARGES:**

Payable no later than first business day following event.

Make checks payable to *The Inland Gateway Association of REALTORS®*

*TIGAR Staff will perform a walkthrough of the premises to inspect the condition.*

**Clean Up Fee**

\$100-\$500

If prohibited items used or Association deems premises are not in as good a condition as prior to event

**Paid: \$** \_\_\_\_\_

Cash \_\_\_\_\_

Check # \_\_\_\_\_

Credit Card

**Damage/Repair Fee**

\$ \_\_\_\_\_

**Paid: \$** \_\_\_\_\_

Cash \_\_\_\_\_

Check # \_\_\_\_\_

Credit Card

Description of damages: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Items NOT Included in Rental:** The following items are not included in the rental fee:

Security	Food Catering
Additional Rental Items	Room Set-up/Take Down
Linen/Paper Goods	Cleaning

**Cancellation:**

Association reserves the right to cancel on 90 days notice with refund of paid deposit and fees. If Lessee cancels 60 or more days before reserved date, the security deposit will be refunded, less costs actually incurred by Association. If Lessee cancels less than 60 days before the reserved date, the security deposit will be refunded only if the reserved date is booked with another event of equal rent and less those amounts for costs the Association actually incurred.

**Security Deposit:**

Lessee Responsibility -- Lessee shall be financially responsible for any and all damage which occurs during the term of the Rental Agreement to the Premises and all related facilities, fixtures and equipment provided by Association. Lessee's liability is not limited to the amount of the security deposit. Lessee shall be charged for repairs and/or replacement for any damage done to the Premises, including carpeting, walls, plumbing, fixtures, and/or equipment, as specified hereinbelow under "Decorating and Set Up," and Lessee shall be charged for any fees charged to Association or Lessee by any City, County or State law enforcement or other agency due to Lessee's use of the Premises, including responding to the alarm. A reasonable fee for staff time incurred by the Association may also be included. Lessee acknowledges the Premises are fit for their intended use.

Refundability of Security Deposit -- Lessee understands that the security deposit will be deposited into a non-interest bearing account and will be refunded if Association, in its sole discretion, determines there has been no damage or breach or failure to pay fees and charges under this Rental Agreement. Association may apply all or part of the security deposit toward fees or charges due under this Rental Agreement, including repairs or costs to restore the Premises to its pre-rental condition.

Documentation of Premises Condition -- After the conclusion of the event, a Staff Attendant will assess the condition of the Premises and, if appropriate, take photographs and create documentation of any damages. Lessee and the Staff Attendant will each sign a written report which will be given to the Rental Coordinator for any action and fee assessment.

**Insurance: Lessee will provide proof to Association that it has liability insurance coverage covering the event and shall obtain and provide the Association a rider evidencing such coverage no later than 5:00 p.m. on the last business day prior to the event naming Association as an additional insured.**

**Permits/Licenses:** Lessee shall obtain at its expense any and all licenses and permits required for its use of the Premises and hereby indemnifies Association fully for any fees, charges, fines, or penalties related to licenses and permits.

**Default/Breach:** Failure by Lessee to make any payment of fees and charges due no less than 15 business days prior to the event shall constitute a default and the Premises shall not be made available to Lessee. In the event of any default or breach hereunder, Lessee shall pay all costs, expenses, and attorney's fees, whether or not suit is filed, to enforce this Rental Agreement or collect any amount due to Association hereunder.

**Indemnity:** Lessee hereby indemnifies and holds Association harmless against all liabilities, claims, and demands for personal injury, property damage, government fines or fees, and/or attorney fees or costs arising out of or caused by any act or omission of Lessee, Lessee's agents, employees, vendors, or invitees, arising in or about the Premises at any time during the term of this Rental Agreement.

**Lessee's Personal Property:** Association and its employees or agents are not responsible for any personal property left at, in, or on the Premises before, during or after the event.

**Event Planning:** Lessee shall meet with the Business Services Coordinator to plan the event and coordinate the set up time, obtain decorating approval, and arrange for any other services and/or equipment to be provided. A syllabus, course description or program for the event must be submitted for approval **prior** to any marketing of the event.

**Decorating & Set Up:** Set up and decorating shall not interfere with the normal business activities of the Association. A Staff Attendant fee will be charged for setup and decorating done after normal office hours or on weekends. The following items ARE NOT PERMITTED, and if any are used or thrown inside or outside the Premises, there will be a **\$500** clean up fee: bolts, screws, staples, nails, glue, Scotch tape, duct tape, or electric tape on the floors, ceiling or stages; angle hair, glitter, rice or confetti. Birdseed may be thrown outside the Premises only. Candles are permitted only if enclosed in glass.

**Parking:** The Association provides parking in the main parking lot and in the adjacent parking lot on Howard Street. It is understood that the Association will not be responsible for any damage(s) or theft of or to vehicles or personal property.

**Security Guard(s):** Association reserves the right to determine the number and type of staff, including uniformed security guard(s) to be provided for the event. The Security Guard fee is set forth in the Rental Rate Schedule and is to be paid to Association at the time pre-events fees are paid.

**Prohibited Conduct:** Lessee shall not use, or permit any person or persons to use, the Premises in any manner which, in the sole discretion of Association, 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 Premises is situated, or of other lawful authorities. Lessee shall keep the Premises, and every part thereof, in a clean and wholesome condition, free from any objectionable noises, odors or

nuisances, and shall comply with all health and police regulations in all respects. Lessee agrees that all trash and rubbish of Lessee shall be deposited only within receptacles provided by Lessee and located in the areas designated by Association. Lessee shall not allow any Hazardous Material to be used, generated, manufactured, released, stored or disposed of on, under or about, or transported from, the Premises.

**Restrictions:** I acknowledge the following by my initials.

**NO SMOKING IS PERMITTED ANYWHERE INSIDE THE PREMISES AT ANY TIME.**

\_\_\_\_\_  
Initials

NOISE CONTROL IS REQUIRED.

\_\_\_\_\_  
Initials

NO ALCOHOLIC BEVERAGES ARE PERMITTED ON OR OUTSIDE THE PREMISES.

\_\_\_\_\_  
Initials

REAL ESTATE BROKER SPONSORED EVENTS SHALL NOT BE FOR THE OVERT OR COVERT INTENT OR PURPOSE FOR RECRUITMENT OF OTHER TIGAR BROKER/MEMBER AGENTS.

\_\_\_\_\_  
Initials

ALL MARKETING AND/OR EVENT PROMOTION MATERIALS **MUST** CONTAIN THE FOLLOWING DISCLAIMER: **"TIGAR DOES NOT ENDORSE OR SPONSOR THIS EVENT"** in legible print (font size to be 9 or larger). See staff for disclaimer in pdf.

\_\_\_\_\_  
Initials

The undersigned, on behalf of Lessee, acknowledges that he/she has read and agrees to all the terms and conditions contained in this Rental Agreement and that he/she is authorized to and does execute this Rental Agreement on behalf of Lessee.

**The Inland Gateway Association of REALTORS®, Inc.**

**LESSEE**

TIGAR Staff: \_\_\_\_\_

Name(Printed): \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Organization/Company: \_\_\_\_\_

**Office Use Only**

- Signed Rental Agreement
- Insurance Waiver
- Security Deposit
- Room Rental Payment \$ \_\_\_\_\_



## **RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT**

In Lieu of an insurance Binder naming The Inland Gateway Association of REALTORS®(hereinafter named TIGAR) additionally insured the following agreement shall be signed by the instructor/lessee for the rented facility and delivered to TIGAR by 5:00 pm the day prior to the rental date.

IN FURTHER CONSIDERATION OF BEING PERMITTED TO ENTER TIGAR FOR ANY PURPOSE INCLUDING BUT NOT LIMITED TO OBSERVATION OR USE OF THE FACILITY OR PARTICIPATION IN ANY PROGRAM IN THE TIGAR MEDIA CENTER THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:

1. THE UNDERSIGNED ON HIS OR HER BEHALF HEREBY RELEASES, WAIVES, DISCHARGES AND CONVENANTS NOT TO SUE or take any legal action against TIGAR directors, officers, employees and agents (hereinafter referred to as releases) from all liability to the undersigned in case of any loss or damage and any claim or demands therefore on account of injury to the person or property or resulting in deaths of the undersigned or whether caused by the negligence of the releases or otherwise while the undersigned is in upon or about the premises therein are rented.
2. THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the releases and each of them from any loss, liability, damage, or cost they may incur due to the presence of the undersigned in, upon or about the TIGAR premises or in any way observing or using the rental facility.
3. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE to the undersigned due to negligence of release or otherwise while in, about or upon the premises of and or while using the premises thereon or participation in any programs not affiliated or not affiliated with TIGAR.

THE UNDERSIGNED further expressly agrees that the foregoing RELEASE, WAIVER and INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the Law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements of inducement apart from the foregoing written agreement have been made.

Room Rental Date(s) \_\_\_\_\_

I HAVE READ THIS RELEASE \_\_\_\_\_

Signature of Instructor/Lessee

**Please complete the form below to authorize a ONE-TIME payment  
with The Inland Gateway Association of REALTORS®.**

Visa     MasterCard     Amex     Discover    Amount Authorized \$

Card #  Exp.  CID

Name as it appears on credit card: \_\_\_\_\_

Credit card billing address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

By signing below, I authorize the above amount to be charged to the credit card listed above. I also understand and agree to the Association's no refund policy on all Dues and MLS fees. Credit card transactions will show NAR Realtor's E- Commerce on your monthly statement.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Cell Phone # : \_\_\_\_\_

Office Name : \_\_\_\_\_

**Please allow 24 hours for all transactions to be processed.**