



Mobile Stage Rental Agreement

This Mobile Stage Rental Agreement ("Agreement") is entered as of the last date signed below by and between SCOTTS VALLEY KIWANIS FOUNDATION, a California Public Benefit Corporation ("Lessor"), and _____ ("Lessee").

1. **Stage Delivery.** Lessor agrees to deliver, set up, take down and remove the mobile stage owned by Kiwanis ("Stage") on the date, time and at the location specified in this Agreement, provided Lessee has provided to Lessor proof of insurance required in Section 6 below. Except as expressly stated herein, Lessee leases the Stage in its "as is" and "with all defects" condition. Lessor agrees to deliver and remove the Stage within two (2) hours of the time specified in this Agreement. Lessee shall take all reasonable steps to ensure that Lessor can safely and timely enter and work in the delivery area.

2. **Deposit.** Lessee shall remit a \$250 (two-hundred fifty) surety and damage deposit ("Deposit") at the time this agreement is signed and returned. Deposit checks will be immediately negotiated and deposited into Lessor's general account. Lessor and Lessee will inspect the stage after set-up and note any existing damages or defects. Lessee will safeguard and take good care of the stage while in its possession, and prevent any dangerous, unauthorized or excessive use. Lessee accepts full responsibility for the security of the stage and any persons using or near the stage during the entire period it is on-site. The Deposit (without interest) will be returned in full within ten (10) days of the rental period if no loss or damage (excluding normal wear and tear) is incurred during the rental period. If there is damage or loss, the cost of repair or replacement will be deducted from the Deposit. Any remaining balance will then be returned to Lessee; however, if the cost of loss or repair exceeds the amount of the Deposit, Lessee is responsible for the full cost of all repairs or replacement.

3. **Cancellations/Alterations.** Cancellations and alterations in the date or duration of the rental period must be made by Lessee in writing a minimum of thirty (30) days prior to delivery. Cancellations prior to that time will receive a full refund of the Deposit. Cancellations less than 30 (thirty) days prior to the rental period will not receive back any of the Deposit. Lessee's loss of any of the Deposit under this section of the Agreement shall be considered a fair amount by the parties to help defray Lessor's damages herein and not as a forfeiture.

4. **Payment.** Lessee is responsible for full payment of the rental fee prior to, but in no event later than, the time of delivery of the Stage. Payment is to be made by cashier's check, unless other arrangements have been agreed upon by Lessor.

5. **Release and Indemnity.** Lessee shall indemnify, defend and hold harmless Lessor, Kiwanis Division 43, Cal-Nev-Ha District, Kiwanis International and affiliates, and their respective officers, directors, members, agents, representatives, contractors and volunteers from any and all cost, claim, loss, injury, liability and damage resulting from Lessee's acceptance and use of the Stage.

6. **Representations; Insurance.** Lessor and its representatives make no representations that the Stage is suitable for the purposes intended by Lessee or that Lessee will be able to use the Stage successfully. Lessee represents that Lessor may deliver and place the Stage in the location designated by Lessee, and that Lessee has obtained all governmental and private approvals, consents and permits to use the Stage in such location. Lessee further represents that it has obtained general liability insurance with coverage limits of at

least One Million Dollars (\$1,000,000.00) throughout the period Lessee is leasing the Stage, with such insurance naming Lessor as an additional insured or loss payee under a separate endorsement. Lessor was organized under Internal Revenue Code Section 501(c)(3).

7. Acts of God. Lessor's performance hereunder shall be excused for any period of delay caused by occurrences beyond its control, such as civil commotion, fire, flood or other casualties or Acts of God, pandemics or governmental orders.

8. Time of the Essence. Time is of the essence in this Agreement and in each provision herein.

9. Severability. If any term or provision of this Agreement is, to any extent, held invalid or unenforceable, the remainder of this Agreement shall not be affected.

10. Waivers. No waiver or any breach of covenant or provision in this Agreement shall be deemed a waiver of any other covenant or provision in this Agreement, and no waiver shall be valid unless in writing and executed by the waiving party. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.

11. Entire Agreement. This Agreement reflects all the agreements and understandings of the parties. This Agreement can be amended only in writing, and supersedes any other agreements and understandings between the parties regarding the subject matter of this Agreement.

12. Independent Counsel. This Agreement constitutes a binding contract. Each party has had ample time and opportunity to seek the advice of independent legal counsel.

13. Cooperation. The parties will cooperate in good faith and work together to resolve any issues. They also will sign additional documents reasonably necessary to effect the intent of the parties hereunder.

14. Notices. All notices, requests, demands, and other communications under this Agreement will be in writing, and will be deemed to have been duly given on the date of delivery if personally delivered to the person to whom notice is to be given, or on the next day if sent by overnight carrier, or on the second day after mailing if mailed to the person to whom notice is to be given by certified, receipt requested, first class mail, postage prepaid, or upon the date of emailing provided the notice is also mailed by regular mail within twenty-four (24) hours, and properly addressed to that person's address shown below or in a written notice of change of address sent in compliance with this section:

To Lessor: P.O Box 66257
Scotts Valley, CA 95067
Phone: (831) 419-1922
Email: jimbofx@msn.com

Field Code Changed

To Lessee: _____

Phone: _____
Email: _____

15. Assignment or Subleasing. This Agreement shall not be assigned, in whole or part, by either party without the other party's written consent, which will not unreasonably be withheld, conditioned or delayed.

16. Successors and Assigns. Subject to the section immediately above, this Agreement will benefit and be binding on the respective heirs, executors, administrators, legatees, distributees, devisees, representatives, assignees, and other successors of each party.

17. No Obligations to Third Parties. Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate the parties thereto, to any person or entity other than the parties hereto.

18. Relationship of Parties. The parties do not intend to form a partnership by executing this Agreement, nor may a party bind the other party herein to a third party.

19. Signatories. Signatories signing this Agreement are fully authorized to sign on behalf of, and to bind, their respective entities indicated below.

20. Construction. The parties acknowledge that each party has reviewed this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments in exhibits thereto.

21. Governing Law. This Agreement shall be governed by and construed in accordance with California law. Any legal action to enforce this Agreement shall be filed in a court having jurisdiction and venue in Santa Cruz County, California.

22. Attorney Fees. In the event that it shall become necessary to enforce all or any part of this Agreement, the prevailing party shall be entitled to the recovery of reasonable attorney fees and costs incurred.

23. Counterparts. This Agreement may be executed in one or more counterparts, and may be executed electronically. Each shall be deemed an original and all, taken together, shall constitute one and the same instrument.

Stage Rental Fee: _____ Delivery Charge: _____
(If outside Santa Cruz County)

Options:
Additional: Stairs \$ _____ Bunting \$ _____ Other () \$ _____

Delivery Date & Time: _____ Pick Up Date & Time: _____

Delivery Location: _____

Additional Instructions: _____

This Agreement is executed by the parties herein on the last date indicated below:

Lessee:

Authorized Signature: _____

Printed name: _____

Date: _____

Contact person, phone and email address: _____

Lessor:

SCOTTS VALLEY KIWANIS FOUNDATION, a California Public Benefit Corporation

Authorized Signature: _____

Printed name: _____

Date: _____

Please mail this signed Agreement along with the Deposit check and proof of insurance (as per item 6.) to:
Kiwanis Club of Scotts Valley
P.O. Box 66257, Scotts Valley, CA 95067

Upon receipt of the Agreement, Deposit check and proof of insurance, if Lessor agrees to the terms herein, the Agreement will be signed by Lessor and a copy returned to Lessee.

Questions related to use of the Stage may be directed to:

Mike Smith (831) 566-6576; mijarvis@aol.com or

Jim Melehan (831) 419-1922; jimbofx@msn.com