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**Rental & License Agreement**

**Classroom/Boardroom**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_ by and between the Nevada County Association of REALTORS®, as a California Corporation (NCAR) herein, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (LICENSEE) herein.

**The parties agree as follows:**

1. NCAR hereby authorizes LICENSEE to utilize NCAR’s Classroom facility, located at 336 Crown Point Circle, Grass Valley, CA for the following term:

Hours to be used: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Rental fee: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

(including set-up and clean-up time)

Commencing on the \_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_\_\_.

1. **A deposit of FIFTY DOLLARS ($50.00) will reserve the Classroom for the date requested. (The deposit will be applied toward the rental fee.)** Rent shall be paid at 336 Crown Point Circle, Grass Valley, CA 95945
2. **In addition to the rent listed above, LICENSEE shall pay to NCAR $200.00 as a security and key deposit, which shall be refunded in whole or in part, depending on the condition of the premises and return of the keys following LICENSEE’s use.**
3. Prior to taking possession of the area subject to this agreement, LICENSEE shall obtain, at LICENSEE’s cost, and shall deliver to NCAR a Certificate of Insurance showing liability insurance in the face amount of **$300,000.00** naming NCAR as an additional insured, covering LICENSEE’s use of NCAR’s property under this agreement.

Should LICENSEE sell alcoholic beverages on the premises during LICENSEE’s use of the property, LICENSEE’s Certification shall be in the amount of **$1,000,000** (rather than **$300,000** indicated above) and shall show evidence of a Liquor Permit, which may be obtained at ABC in Yuba City, CA.

1. The rent provided herein, the security deposit and the provisions for current proof of insurance must be paid and provided to NCAR by LICENSEE one week prior to commencement of LICENSEE’s use of the premises: failure to provide the above shall constitute a breach of LICENSEE’s obligation under this agreement, entitling NCAR to deny LICENSEE possession of the premises.
2. LICENSEE shall not assign all or any part of its interest in this Rental Agreement to any third person without NCAR’s prior written consent, and any such unpermitted assignment shall not be binding on NCAR and shall entitle NCAR, at NCAR’s option, to consider the unpermitted assignment a breach and to terminate this Agreement.
3. LICENSEE assumes responsibility for cleaning the premises following its use and to be financially responsible for the repair of any damage caused to the premises during the licensed period. LICENSEE agrees to be responsible for all set-up and tear-down after each use and the leave the meeting area as it was found unless otherwise discussed prior to use.
4. In any action arising out of this Agreement, the prevailing party shall be entitled to reasonable attorney fee and costs.
5. By executing the Rental Agreement and by accepting possession of the premises, LICENSEE acknowledges that the premises to be utilized by LICENSEE is clean and in good state of repair, and LICENSEE is to return the premises to NCAR in as good a condition as received. NCAR reserves the right to utilize all or any portion of the security deposit paid by LICENSEE to clean, repair, tear-down or set-up premises as needed, and LICENSEE agrees to reimburse NCAR for any costs of cleaning or repairs in excess of the amount of the security deposit.
6. By executing the Rental Agreement it is understood that at any time when the premises is being used by minors there will be an adult in charge to oversee their activity.
7. LICENSEE shall use the premises for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and for no other purpose, without the prior written consent of NCAR.

I have read the Classroom Rental & License Agreement and will comply with all items herein. If the Classroom is left in a condition not complying with these rules, an additional fee will be applied. \_\_\_\_\_\_\_\_\_\_ (initial)

Kathy Hinman Cell: 530-559-0262 (in case of issue after hours)

Wifi Password: Location - ClassRoom – ClassRoom15

Nevada County Association of REALTORS®

NCAR Staff Member: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

LICENSEE Name (please print): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

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

Boardroom/Classroom

Lockup Check List

1. Check all floors for trash and/or stains. \_\_\_\_\_\_
2. Make sure trash is emptied and trash cans relined. \_\_\_\_\_\_
3. See that chairs are pushed back in. \_\_\_\_\_\_
4. Vacuum, if food, crumbs or dirt is on carpeting. \_\_\_\_\_\_
5. Make sure air/heat is turned off. ***(A $50.00 fee will be assessed if left on.)***  \_\_\_\_\_\_
6. Make sure TV and lights have been turned off \_\_\_\_\_\_\_
7. Deposit all trash in large bin - upper level parking lot \_\_\_\_\_\_\_

***NOTE: A fee may be applied if the facility is not left in same condition as when rented or if the heat/air is left on for an extended period of time.***