## Colectivo Cihuateotl

Centro Cultural

# **Rental Agreement**

This Rental Agreement ("Agreement") is made between Colectivo Cihuateotl ("Host") and [Renter's Name / Organization] ("Renter") for the temporary use of the Centro Cultural located at 4100 City Terrace Drive, Los Angeles, California 90063 ("Premises").

## 1. Spaces for Community Use

The Centro Cultural is intended for community, educational, and cultural activities in alignment with Colectivo Cihuateotl's mission, vision and values.

The Premises includes several rentable areas:

- Each space is available at its own hourly or daily rate according to the Host's current pricing schedule.
- Renters must keep all activity within the rented area.

## 2. Booking and Payment

- Submission Deadline: Rental Inquiry Form must be submitted **no later than 14 calendar days** prior to the requested start date.
- Reservations are not guaranteed until confirmation of approval is sent and additional required steps are completed.
- A signed Rental Agreement and full payment through the payment portal is **required to confirm your booking.** 
  - All payments are **non-refundable**, except as provided under the cancellation policy (Section 3).
  - A refundable security deposit may be required to secure the reservation, payable no later than 7 days prior to the rental date.

## 3. Cancellation Policy

- Cancellations made **14 days or more before** the scheduled rental date will receive a **full** refund.
  - Cancellations made less than 14 days before the booking date are non-refundable
- The Host may allow a **one-time reschedule** (subject to availability) if requested at least **14 days in advance**, but rescheduling is not guaranteed.
- Failure to appear for the booking ("no-show") will result in **forfeiture of all fees**.

#### 4. Rental Period

- All rentals, excluding the Private Office, include 1 hour before and 1 hour after the event time for setup and breakdown at no additional cost.
  - Setup time must be used for preparation, decoration, etc.
  - Breakdown time must be used to restore the space to its original condition.
- The rental period includes the total time the Renter has access to the space, including 1 hour for setup, the event timeframe, and 1 hour for breakdown. The start and end times must be agreed upon in writing before the rental date.
- A grace period of **15 minutes** will be granted; however, time exceeding this limit will be billed at the standard hourly rate.

## 5. Use of Space

Renter agrees to:

- Use the rented area **only for the stated purpose** (e.g., meetings, workshops, art practice, exhibitions, etc).
- Not assign, sublease, or sublet the premises to any third party, and not allow third-party use for rental purposes, without the Host's prior written consent.
- **Not move, remove, or rearrange** any furniture, artwork, or equipment without prior written permission from the Host.
- Not utilize, operate, or access any equipment, tools, or materials belonging to the Host unless approved prior to use (e.g., desktop computer, printer, or other equipment).
  - Renters are responsible for providing their own supplies and materials (e.g., plates, napkins, utensils, paper, pencils, pens, scissors, etc).
- Any hazardous, dangerous, flammable materials or flame sources such as candles, incense or smoke-producing items require prior approval from the Host.

#### 6. Add-Ons and Additional Services

- The Host may offer **Add-Ons** such as use of equipment, tools, materials, or support services (e.g., technical assistance, setup, cleanup, or event staffing).
  - Please note that add-ons are subject to availability.
- Add-Ons are not included in the base rental rate and are available only with prior approval and at additional cost according to the Host's current rates.
- Renter must request add-ons **at the time of booking** and obtain written confirmation from the Host before use.
- Unauthorized use of any equipment, materials, or services not included in the confirmed booking may result in **additional charges or loss of deposit**.

## 7. Cleaning and Maintenance

At the end of the rental period, Renter must:

Leave the space clean, organized, and in the same condition as received.

- Ensure **central air conditioning and heating is** turned off.
- Wipe down all counters, tables, and surfaces.
- Sweep floors of rental space utilized.
  - Mop in the event of wet floors, dirt, etc.
- Wash, dry, and put away any pre-approved lent materials.
- **Return all items** (chairs, tables, tools, etc.) to their original locations.
- Empty all garbage cans (kitchen, restroom, and rental space).
  - Place trash in designated bins, located outside in the back of the building.
- Report any damage or maintenance issues immediately via email to **monie@colectivocihuateotl.com**.

Failure to complete the required cleaning tasks may result in an **additional cleaning fee**, deducted from the deposit or billed to the renter.

Our Centro Cultural is a shared community space. We appreciate your care and respect in maintaining it for all who use it.

## 8. Damages

- Renter is responsible for any damage caused by themselves, their guests, or contractors.
- The cost of repairs or replacement will be deducted from the deposit or billed to the Renter.
  - Renter must complete payment of any additional fees incurred within 72 hours of receiving notification.

#### 9. Rules and Conduct.

Renter and guests must:

- Follow all posted rules and safety guidelines.
- Smoking, vaping, and the use of drugs/illegal substances is prohibited.
- Refrain from using open flames inside the premises.
- Not exceed the maximum occupancy limit (see Section 9A).
- Be respectful of noise levels, neighboring tenants, and community agreements.

## 9A. Event Capacity

Each rented space has a **maximum occupancy limit** according to fire and safety regulations:

- Private Office (Capacity: 4 6)
- Art Studio (Capacity: 4 6)
- Conference Room (Capacity: 8 10)
- Wellness Room (Capacity: 6 8)
- Communal Space (Capacity: 30 35)

Please note capacities are approximate and based on seated arrangements. Actual capacity may vary depending on room setup (e.g., floor seating, movement-based, or laying arrangements).

Renter agrees not to exceed these limits at any time.

## 9B. Attendee Sign-In

All attendees must sign in at the entrance using the provided sign in sheet upon arrival. This process ensures accountability, safety and supports our community-centered care practices.

- The Renter is responsible for ensuring all guests, participants, or attendees complete the sign-in process.
- The sign-in sheet must include attendee names and contact information, and will be maintained by the Host.
- Failure to comply may result in additional administrative fees or denial of future rental requests.

## 9C. Accessibility and Safety

- The renter and their guests shall take full responsibility for their own personal safety while on the premises.
- Renter and guests must adhere to all safety guidelines posted on the premises.
- Exits must remain clear at all times.
- Renter is responsible for ensuring accessible pathways for individuals with disabilities.
- Any unsafe conditions or hazards observed must be **reported to the Host immediately**.

#### 9D. Surface Use Restrictions

- Renter may not attach, tape, nail, or otherwise affix anything to walls, ceilings, or fixtures without prior written approval from the Host.
- Any approved decorations must be **removed immediately** at the end of the rental period.
- Damage to walls, paint, or fixtures from decorations or adhesives will be **deducted from the security deposit** or billed to the Renter.

#### 10. Food and Alcohol

- Serving alcohol requires prior written approval from the Host.
- Renter is responsible for obtaining any necessary permits or licenses for alcohol service.
- Food service, catering, or outside vendors must comply with all health and safety regulations.

## 11. Vendors / Third-Party Services

• Any outside vendors must be approved in advance by the Host.

- Renter is responsible for ensuring all vendors **comply with safety, accessibility, and legal requirements**.
- The Host reserves the right to **deny access** to any unapproved vendor.

## 12. Photography and Recording

- The Host may take **photographs or videos** of the rented space during events for promotional, social media, or archival purposes.
- By signing this Agreement, the Renter **consents** to the Host photographing or recording the event, its attendees, and the space for promotional purposes, social media or archival documentation.

#### 13. Termination

The Host reserves the right to cancel or terminate the rental immediately if:

- The Renter violates any terms of this Agreement.
- The activity endangers people or property.
- The Renter engages in disruptive, illegal, or unsafe behavior.

In such cases, no refund will be issued.

## 14. Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement

#### **Acknowledgment of Understanding**

• I, the undersigned ("Renter"), acknowledge that I am voluntarily renting and/or using the facilities and premises of **Colectivo Cihuateotl Centro Cultural** ("Host") for the purpose of hosting an event, service, class, workshop, meeting, or other approved activity ("Rental Activity"). I understand that I am solely responsible for the activities conducted during my rental period and for all persons I invite or allow to participate.

#### 14A. Assumption of Risk

- I understand that participation in activities within the premises may involve risks of injury, illness, or property damage. These risks may result from my own actions, the actions of others, or conditions of the premises or equipment.
- I voluntarily assume all such risks, both known and unknown, associated with my rental and any activities I conduct or allow to take place on the premises.

### 14B. Release and Waiver of Liability

• In consideration for being permitted to rent and use the facilities, I, on behalf of myself, my organization, my participants, guests, volunteers, employees, and any representatives, hereby release, waive, and discharge Colectivo Cihuateotl, its owners, founders, staff, volunteers, affiliates, and partners (collectively, "Releasees") from any and all claims, demands, damages, losses, or liabilities arising out of or related to injury, illness, death, or property damage that may occur during or as a result of my rental or use of the premises—whether caused by the ordinary negligence of the Releasees or otherwise.

#### 14C. Indemnification

- I agree to indemnify, defend, and hold harmless the Releasees from and against any and all claims, damages, liabilities, costs, and expenses (including attorney's fees) arising from:
  - My rental activities, events, or services.
  - Any injury or loss experienced by myself, my guests, or participants.
  - Any damage to the premises or property of Colectivo Cihuateotl.
  - Any violation of laws, policies, or agreements connected to my rental.

#### 14D. Personal Property and Insurance

• I understand that Colectivo Cihuateotl is not responsible for any loss, theft, or damage to personal or organizational property brought onto the premises. Renter is responsible for their own insurance. I am encouraged to obtain event or liability insurance for my rental.

## 14E. Health, Safety, and Compliance

• I affirm that I am responsible for ensuring the safety and conduct of all individuals participating in or attending my rental activity. I agree to follow all facility policies, safety instructions, and any applicable health regulations. I understand that I am not permitted to use the space for any unlawful, hazardous, or inappropriate purposes.

## 15. Agreement / Signatures

By signing below, both parties agree to the terms and conditions of this Agreement.

#### I HAVE READ AND UNDERSTAND THIS AGREEMENT.

- I understand that by signing it, I am giving up substantial legal rights, including the right to sue Colectivo Cihuateotl for ordinary negligence.
- I sign this agreement freely and voluntarily, without any inducement, and intend it to be a complete and unconditional release of all liability to the fullest extent permitted by California law.
- If any part of this agreement is found to be invalid or unenforceable, the remaining portions shall remain in full force and effect.

Host:
Colectivo Cihuateotl LLC
Signature:
Date:
Renter:
Name/Organization:
Signature: